#### agenda item 1.a

# CITY OF SELMA WORKSHOP/PRE-COUNCIL MEETING September 8, 2015

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos and Mayor Robertson.

Also present were City Manager Grey, City Attorney Costanzo, Financial Consultant Yribarren, Risk Management Counsel David Overstreet and Associate Rachelle Golden and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

EXECUTIVE SESSION: At 5:02 p.m., Mayor Robertson recessed the meeting into Executive Session to discuss the following: two cases of pending litigation pursuant to Government Code Section 54956.9; City of Selma V. Bill Nelson General Engineering Construction, Inc.; Merchants Bonding Co.; and Does 1 to 100, Case No.15CECG01446; and City of Selma V. City of Kingsburg.

The meeting reconvened at 5:51 p.m., with Mayor Robertson stating that there was no reportable action.

<u>ADJOURNMENT</u>: There being no further business, the meeting was adjourned at 5:52p.m.

Respectfully submitted,	
Reyna Rivera City Clerk	Scott Robertson
	Mayor of the City of Selma

#### agenda item 1.b.

### CITY OF SELMA REGULAR COUNCIL MEETING September 8, 2015

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos, and Mayor Robertson.

Also present were City Manager Grey, City Attorney Costanzo, Community Services Director Kirchner, Financial Consultant Yribarren, Fire Chief Kain, Police Chief Garner, the press, and interested citizens.

The agenda for this meeting was duly posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

**INVOCATION**: Pastor Danny Edwards of New Day Church led the invocation.

Administrative Analyst Galvan stepped forward to provide an Economic Development Presentation. She updated Council on the recent Economic Development and Grants activity that was performed in the previous month.

Fire Inspector/Code Enforcement Officer Cacossa stepped forward in order to provide recognition to Mr. Gregorio Ramirez for his due diligence on graffiti removal. Mayor Robertson stepped forward to present Mr. Ramirez with a Certificate of Appreciation from Council. He was thanked for keeping Selma Beautiful.

Ms. Vicki Filgas and Ms. Beverly Cho stepped forward to provide Council the opportunity to review the proposed Murals that they are actively seeking funding for. They provided conceptual drawings and discussed the locations for the proposed Murals. Council thanked them for their presentation, and it was the consensus of Council to approve the murals and locations.

Financial Consultant Yribarren and City Manager Grey provided information regarding the Cal Water Rate Case. Financial Consultant Yribarren summarized the information that was submitted by Cal Water. After discussion, it was the consensus of Council to invite Cal Water to attend the next meeting, and direct staff to file as an intervener.

**ORAL COMMUNICATIONS**: Ms. Jennifer Earle stepped forward in opposition of live streaming Council meetings.

Mr. Daron Dunkin, Rates Director for Cal Water stepped forward to discuss the Cal Water Rate Case and provided clarification on information discussed earlier.

<u>CONSENT CALENDAR</u>: Council member Derr requested that agenda item 1.d. be pulled for separate discussion. Motion to approve the remainder of the Consent Calendar was made by Council member Rodriguez and seconded by Council member Derr. Motion carried with the following vote:

AYES:

Rodriguez, Derr, Montijo, Avalos, Robertson

NOES:

None

ABSTAIN:

None

ABSENT:

None

- a. Minutes of the Aug. 17, 2015 Workshop/Pre-Council meeting approved as read.
- b. Minutes of the Aug. 17, 2015 Regular meeting approved as read.
- c. RESOLUTION NO. 2015-55R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING APPROPRIATIONS FOR THE STATE OF CALIFORNIA CITIZENS OPTION FOR PUBLIC SAFETY (COPS) GRANT. Resolution approved by standard motion.
- d. Pulled for separate discussion.

AGENDA ITEM 1.d. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED SEPTEMBER 1, 2015: After discussion, motion to approve Check Register dated September 1, 2015 was made by Council member Derr. Council member Rodriguez seconded the motion, and it carried by the following vote:

AYES:

Derr, Rodriguez, Montijo, Avalos, Robertson

NOES:

None

ABSTAIN:

None

ABSENT:

None

CONSIDERATION AND NECESSARY ACTION ON AMENDMENT TO SIGN ORDINANCE ADDING SECTION 6-5 TO CHAPTER 28 OF TITLE XI OF THE SELMA MUNICIPAL CODE ENTITLED MURALS – public hearing and adoption:

Mayor Robertson opened the public hearing at 7:29 p.m., there being no one to speak on the matter the public hearing was closed at 7:30 p.m.

After discussion, regarding the fee, Council member Montijo motioned to adopt ORDINANCE NO. 2015-5, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ESTABLISHING GUIDELINES FOR MURALS IN THE CITY OF SELMA, ADDING SECTION 6-5 TO CHAPTER 28 OF TITLE XI OF THE SELMA MUNICIPAL CODE WITH AMENDMENT REMOVING APPLICATION FEE. Council member Rodriguez seconded the motion, and was carried by the following vote:

AYES:

Montijo, Rodriguez, Derr, Avalos, Robertson

NOES:

None

ABSTAIN:

None

ABSENT:

None

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION
AUTHORIZING EASEMENT ABANDONMENT OF A PORTION OF NORTH
STREET BETWEEN WEST FRONT AND EAST FRONT STREETS – public hearing:
After discussion, Mayor Robertson opened the matter up for public comment at 7:34 p.m.
With no one to speak for or against the issue, the public hearing was closed at 7:35 p.m.

Motion to approve RESOLUTION NO. 2015-56, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING ABANDONMENT OF A PORTION OF NORTH STREET BETWEEN WEST FRONT AND EAST FRONT STREETS was made by Council member Derr, and seconded by Council member Rodriguez. Motion carried with the following vote:

**AYES**:

Derr, Rodriguez, Montijo, Avalos, Robertson

NOES:

None

ABSTAIN:

None

ABSENT:

None

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION INITIATING FRESNO COUNTY LAFCO PROCEEDINGS FOR ANNEXATION AND SPHERE OF INFLUENCE CHANGE AND OPTING NOT TO SUCCEED WILLIAMSON ACT CONTRACTS RELATED TO THE SELMA CROSSINGS PROJECT: Council member Rodriguez moved to approve RESOLUTION NO. 2015 – 57R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA INITIATING FRESNO COUNTY LAFCO PROCEEDINGS FOR ANNEXATION AND SPHERE OF INFLUENCE CHANGE AND OPTING NOT TO SUCCEED WILLIAMSON ACT CONTRACTS RELATED TO THE SELMA CROSSINGS PROJECT, and Mayor Pro Tem Avalos seconded the motion. Motion carried with the following vote:

**AYES:** 

Rodriguez, Avalos, Montijo, Derr, Robertson

NOES:

None

ABSTAIN:

None

ABSENT:

None

# CONSIDERATION AND NECESSARY ACTION ON AUTHORIZATION OF ISSUANCE REQUEST FOR PROPOSALS (RFP) AND SOLICITATION OF QUOTES FOR ARCHITECTURAL WORK FOR PROPOSED POLICE FACILITY:

City Manager Grey provided Council with the history of the Police Department Station, which was originally purchased in 1960. He further stated that staff is requesting approval to issue Request for Proposals (RFP) in order to facilitate costs for the project.

After much discussion, motion was made by Council member Montijo to authorize issuance of the RFP and direct staff to receive proposals for bids on architectural work for the proposed police facility. Council member Rodriguez seconded the motion, and the motion carried by the following vote:

AYES: Montijo, Rodriguez, Derr, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

**<u>DEPARTMENTAL REPORTS</u>**: City Manager Grey discussed the Public Works Report, and that planning and preparation for the upcoming El Nino storms are moving forward with the assistance of Selma Unified and the Quinn Company.

Fire Chief Kain updated Council on the Strike Team assignments for the Selma Firefighters, as well as Fires throughout the State of California.

Community Services Director Kirchner requested direction from Council on the preference of the department reports, and it was the consensus of Council to continue with the weekly emails regarding recreation.

<u>COUNCIL REPORTS</u>: Council member Derr reported on attending the following: Funeral for Russ Noble; Retirement for Toni Johnson; Conference with David Valladeo. He further reported on assisting in the Sounds of Freedom Concert in the Park, and the recent Cool Kids Play production.

Council member Montijo reported on the recent Concert in the Park, hosting a Rotary meeting, and Max's Ribbon Cutting. She also invited everyone to attend the upcoming Chamber Mixer and the Tejano Concert.

Mayor Pro Tem Avalos reported on attending the following: Funeral for Russ Noble, Max's Ribbon Cutting; Tacos de Campo Ribbon Cutting; Fresno Fair dedication; Blood Drive. He further thanked Staff for their continued service.

Mayor Robertson thanked Public Works Director Shiplee for the beautification to the downtown by adding artificial turf. He reported on attending the ribbon cutting for the Fresno Credit Union, Walk for Jesus rally and Punjabi Community Fundraiser for the Selma Cancer Support. He then invited everyone to attend the Tejano Concert.

<u>ORAL COMMUNICATIONS</u>: Mr. Bob Allen stepped forward to invite everyone to the Selma Superintendent meet and greet, and the Car Show. He then discussed the issue of people removing recyclables from garbage bins.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 8:08 p.m.

Respectfully submitted,

Reyna Rivera City Clerk Scott Robertson Mayor of the City of Selma

Resolution Nos: 2015 – 55R, 2015 – 56R, 2015 – 57R

Ordinance No: 2015-8

## CITY MANAGER'S/STAFF'S REPORT CITY COUNCIL MEETING:

September 21 2015

**ITEM NO:** 1.c.

**SUBJECT:** Consideration and necessary action on approving the Memorandum of Understanding between the Fresno County Rural Transit Agency and the City of Selma in compliance with the Federal Transit Administration guidance on Safety and Security for Public Transit Operators.

**DISCUSSION:** The City was contacted by the Fresno County Rural Transit Agency (FCRTA) to provide services for the FCRTA passengers, drivers and vehicles within the City of Selma. This is in compliance with the requirements of Federal Transit Administration to supply an officer presence.

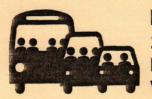
The FCRTA being community oriented contacted the City Manager and the Police Chief to obtain feedback last year on the concept of the MOU with the City versus a private security company.

The program has worked well, and Police personnel have benefited from communication with citizens riding the transit.

In exchange for an officer, once per week to provide these services, FCRTA shall reimburse the City for an amount of \$4,000.

<u>COST</u> : (Enter cost of item to be purchased in box below)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
None	Revenue increase to offset officer time
FUNDING: (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source:	
Fund Balance:	,

Understanding between Fresho County Rural Transit Agency and the City of Seima.			
<u></u>			
Greg Garner, Police Chief	9/15/15 Date		
Kennet Suy	9/17/2015		
Ken Grey, City Manager	Date		
We	and		
Ken Grey, City Manager	Steve Yribarren, Financial Consultant		
do hereby agree that the funding for the abo	ove is correct and that enough funds exist to cover the		
expenditure.			



## FRESNO COUNTY RURAL TRANSIT AGENCY

2035 Tulare Street, Suite 201, Fresno, CA 93721

Phone: 559-233-6789 Fax: 559-233-9645

Webpage: www. ruraltransit.org

Safety and Security Services

Memorandum of Understanding

The Fresno County Rural Transit Agency (FCRTA) and the City of Selma Police Department hereby agree to enter into this Memorandum of Understanding (MOU) for the purpose of providing safety and security services for FCRTA passengers, drivers and vehicles within the City of Selma. This is in compliance with direction from the Federal Transit Administration (FTA) guidance on Safety and Security for Public Transit Operators.

The City of Selma Police Department will provide the following services on any day during the week:

- A uniformed officer shall Board the stopped vehicle at any designated bus stop
- Make visual observations while inside vehicle
- · Greet driver of vehicle
- · Assist passengers or driver with any questions

FCRTA shall reimburse the City of Selma Police Department for costs associated in providing these services in the amount of \$4,000.00 for the period of 7/01/15 to 6/30/16. Submit a monthly log sheet on a semi-annual basis showing the bus boarding's by date (attachment). This MOU may be renewed on an annual basis by both parties.

Approved by:		Approved by:		
FCRTA	Date	City of Selma	Date	

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY THE CITIES OF: COALINGA: FIREBAUGH: FOWLER: HURON: KERMAN: KINGSBURG: MENDOTA: ORANGE COVE: PARLIER: REEDLEY: SANGER: SAN JOAQUIN: SELMA: & FRESNO COUNTY

### CITY MANAGER'S/STAFF'S REPORT REGULAR CITY COUNCIL MEETING DATE:

September 21, 2015

ITEM NO:

1.d.

**SUBJECT:** 

Resolution Approving and Adopting Amendments to Six Memorandums of Understanding Regarding Health Insurance Benefits

#### DISCUSSION:

The City Council has considered the rate increases announced by CalPERS Health Insurance for 2016 and agreed to increase the established cap for the new plan year.

The following resolution provides for amendments to all current Memorandums of Understanding. These amendments will increase the maximum allowance paid by the City for each employee's health insurance from January 1 through December 31, 2016.

Beginning January 1, 2016 the City will no longer provide a separate Chiropractic plan. The CalPERS medical plans have begun again to provide Chiropractic coverage therefore eliminating the need for a separate plan.

COST: (Enter cost of item to be purchased in box below)	<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Budgeted	None
FUNDING: (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: N/A	None
Fund Balance:	

**RECOMMENDATION:** 

Approval of Resolution Approving and Adopting Amendments to Six Memorandums of Understanding Regarding Health Insurance Benefits

Tesla Nason		9/17/15
Tesla Nason, Human Resources Analyst  Keyung Lug		Date 9/17/2015
Kenneth Grey, City Manager		Date
We	and	
Kenneth Grey, City Manager		Steve Yribarren, Financial Consultant
do hereby agree that the funding for the ab	ove is correct	and that enough funds exist to cover the
expenditure.		

#### RESOLUTION NO. 2015- R

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND ADOPTING AN AMENDMENT TO ALL CURRENT MEMORANDUMS OF UNDERSTANDING REGARDING HEALTH INSURANCE BENEFITS

WHEREAS, the City of Selma has requested and notified the representatives of all bargaining units of the need to amend the current Memorandums of Understanding (MOU's) to include information regarding the 2016 CalPers benefits and to increase the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2016; and

WHEREAS, representatives of all employee associations/unions have declared their approval of said amendments to their appropriate Memorandums of Understanding.

WHEREAS, the Selma City Council has considered and approved the proposed changes as shown in Exhibit A.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Selma does hereby approve and adopt amendments to the appropriate article entitled "INSURANCE BENEFITS" <a href="Health Insurance">Health Insurance</a> of the Memorandums of Understanding between the City of Selma and the Miscellaneous Mid-Management Employees, the Safety Mid-Management Employees, the Secretarial/Technical/Clerical Unit, the Public Works Employees, the International Association of Firefighters Local 3716 and the Selma Police Officers Association.

The foregoing Resolution was duly adopted by the Selma City Council at a regular meeting on the 21<sup>st</sup> day of September, 2015 by the following vote to wit:

AYES:	COUNCILMEMBERS:		
NOES:	COUNCILMEMBERS:		£
ABSTAIN:	COUNCILMEMBERS:		
ABSENT:	COUNCILMEMBERS:		
ATTEST:		Scott Robertson Mayor	
Reyna River	a		
City Clerk			

<u>Please Note</u>: Proposed amendments to insurance sections of all memorandums of understanding between the City of Selma and all employee organizations are highlighted in **bold** print.

#### ARTICLE \* - INSURANCE BENEFITS:

#### D. CalPERS Health Insurance:

3. <u>Maximum Premium Allowance for Health Insurance – 2015</u>

From January 1, 2015 through December 31, 2015 the City shall contribute the following maximum amount for the health insurance for each employee enrolled in one of the health insurance plans as provided by CalPERS. The following amounts include the required contribution of \$122.00 per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02). The maximum allowances per employee shall be:

For employees choosing United Healthcare:

Employee only – \$449.10 Employee plus one – \$898.20

Employee plus two or more – \$1,167.66

For employees choosing Blue Shield NetValue or Other Plan:

Employee only – \$561.09 Employee plus one – \$1,122.18 Employee plus two or more – \$1,458.83

4. Maximum Premium Allowance for Health Insurance – 2016

From January 1, 2016 through December 31, 2016 the City shall contribute the following maximum amount for the health insurance for each employee enrolled in one of the health insurance plans as provided by CalPERS. The following amounts include the required contribution of \$125.00 per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02). The maximum allowances per employee shall be:

For employees choosing United Healthcare:

Employee only – \$493.99 Employee plus one – \$987.98 Employee plus two or more – \$1,284.37

<u>For employees choosing Kaiser or Other Plan:</u> Employee only – \$605.05

Employee plus one – \$1,210.10 Employee plus two or more – \$1,573.13

E. Dental Insurance:

No change from the 2015 Maximum Premium Allowance amount.

#### F. Vision Insurance:

- Maximum Premium Allowance for Vision Insurance 2015
   From January 1, 2015 through December 31, 2015, the Vision insurance premium allowances for each employee shall be \$19.06 per month. For 2016, the maximum Vision insurance premium allowances for each employee have not been established at the adoption of this MOU.
- 2. <u>Maximum Premium Allowance for Vision Insurance 2016</u>
  From January 1, 2016 through December 31, 2016, the Vision insurance premium allowances for each employee shall be \$15.73 per month.
- G. Chiropractic Insurance:

APPROVALS:

- Maximum Premium Allowance for Chiropractic Insurance
   From January 1, 2015 through December 31, 2015, the Chiropractic insurance premium allowances for each employee shall be \$12.00 per month. For 2016, the maximum Chiropractic insurance premium allowances for each employee have not been established at the adoption of this MOU.
- Beginning January 1, 2016 the City of Selma will no longer offer a separate stand-alone Chiropractic plan. CalPERS' medical plans have begun again to provide Chiropractic coverage therefore eliminating the need for a separate plan.

ne of Employee Association
*
Representative

<sup>\*</sup> Article Number differs by MOU therefore no Article Number is included.

## CITY MANAGER'S/STAFF'S REPORT CITY COUNCIL MEETING:

September 21, 2015

ITEM NO:

1.e.

SUBJECT:

Authorize the Call for Bids for Patch Repair and Slurry Seal Project.

#### **DISCUSSION:**

The Public Works/Engineering Department has identified areas of arterial streets for potential patch and slurry repair.

The project consists of street reconstruction at the following locations:

- McCall from Floral to Dinuba
- Orange from Floral to Nelson
- Nelson from Highland to Thompson
- Rose from McCall to Country Rose
- Second from E Front to High

The project will be funded with Local Transportation Fund (LTF) monies.

The project will be advertised for bid based upon the square footage. The project will be awarded based on the lowest price per square foot amount.

The estimated budget for the project is approximately \$800,000.

Approval of this Resolution will enable us to advertise for bids on this project.

COST: (Enter cost of item to be purchased in box below)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$800,000	None
FUNDING: (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: LTF \$800,000	None
Fund Balance:	

RECOMMEND.	ATION:
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Approve Resolution Authorizing the Call for Bids for the Patch Repair and Slurry Seal Project.

Joseph D. Daggett, City Engineer  Kenneth Grey, City Manager	9/10/2015  Date  9/17/2015  Date
We Kenneth Grey, City Manager	and Steve Yribarren, Financial Consultant
do hereby agree that the funding for the al	bove is correct and that enough funds exist to cover the
expenditure.	

#### agenda item 1.e.

# RESOLUTION NO. 2015 - R A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING THE CALL FOR BIDS FOR PATCH REPAIR AND SLURRY SEAL PROJECT

WHEREAS, the City of Selma Public Works/Engineering Department has identified areas of arterial streets for potential patch and slurry repair; and

WHEREAS, the Engineer's approximate cost estimate for the above named project is \$800,000, and funded through Local Transportation Funds (LTF); and

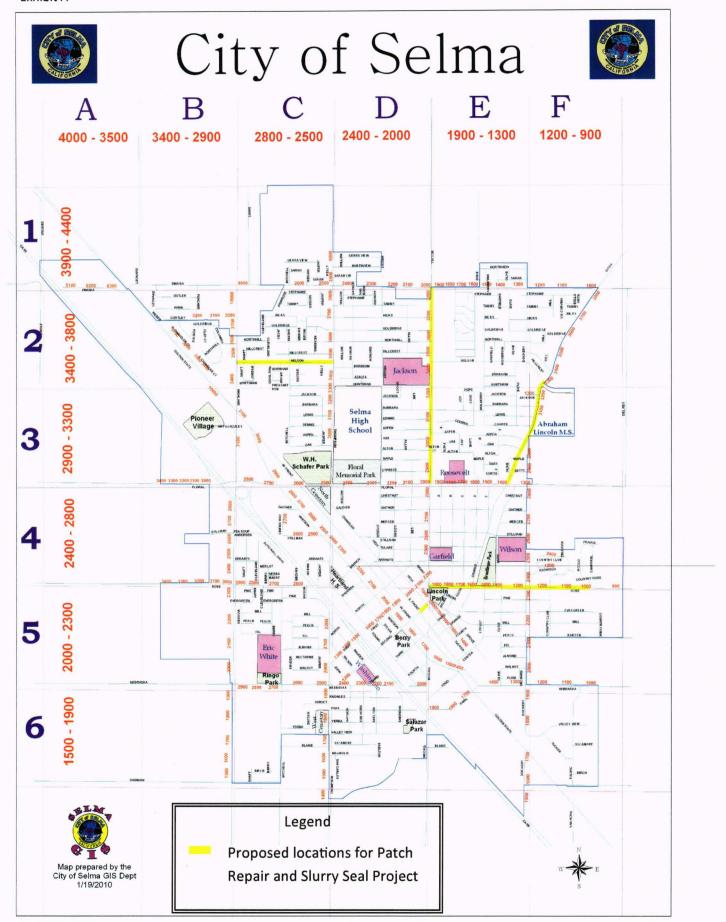
WHEREAS, the City of Selma has considered the form of public notice inviting bids for the Project to be published as required by law; and

WHEREAS, said bids shall be received by the City Clerk until the appointed day and time, as specified in the public notice, and shall be publicly opened and recorded and the apparent low bidder announced, and subject to review and consideration for award by the Council of the City of Selma.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk is authorized to advertise for bids for the above noted project.

The foregoing Resolution was duly adopted by the Selma City Council at a regular meeting held on the 21<sup>st</sup> day of September, 2015, by the following vote to wit:

Reyna Rivera City Clerk for the City	of Selma	
ATTEST:		Scott Robertson Mayor of the City of Selma
ABSENT:	COUNCILMEMBERS	
ABSTAIN:	COUNCILMEMBERS	
NOES:	COUNCILMEMBERS	
AYES:	COUNCILIVIEIVIBERS	



# Check Register Report agenda item 1.f.

BANK: UNION BANK

City of Selma

Date: Time: Page:

09/14/2015 4:53 pm

Check Number	Check Status Date	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BAN			1100000			
65846	09/03/2015 Printed		10100.015	1-800-BOARD UP	2656 OAK	1,050.00
65847	09/03/2015 Printed		10100.134	3SFIRE, LLC	BURN BOX FOR TRAINING CENTER	27,543.67
65848	09/03/2015 Printed		10130.188	ADVENTIST HEALTH	VAC	120.55
65849	09/03/2015 Printed		10180.225	ALCOHOLIC BEVERAGE CONTROL	ABC GRANT REIMBURSEMENT	20.56
65850	09/03/2015 Printed		10180.755	ALL SPORTS OFFICIATING	COED OFFICIATING FEES	1,800.00
65851	09/03/2015 Printed		10180.850	ALVES ELECTRIC	INSTALLED NEW OUTLET-PD	475.00
65852	09/03/2015 Printed		10190.063	AMERICAN AMBULANCE	CPR CARDS	89,680.00
65853	09/03/2015 Printed		10100.510	AT&T	TELEPHONESERVICE	18.70
65854	09/03/2015 Printed		10100.515	AT&T	FAX CHARGES	344.27
65855	09/03/2015 Printed		10210.255	BANNER PEST CONTROL INC	PEST CONTROL	441.00
65856	09/03/2015 Printed		10230.130	BENNETT & BENNETT, INC.	IRRIGATION SUPPLIES	69.75
65857	09/03/2015 Printed		10310.963	ASSN	LSP ANNUAL PREMIUM-CANNON	370.00
65858	09/03/2015 Printed		10328.177	CASTELLANOS SERVICES	PV LANDSCAPING-AUG 15	2,500.00
65859	09/03/2015 Printed		10330.279	CENTRAL VALLEY LOCK & SAFE	REPAIR DOORS-PD	668.63
65860	09/03/2015 Printed		10370.375	COMCAST	INTERNET SERVICE	1,060.00
65861	09/03/2015 Printed		10370.392	COMMUNITY MEDICAL CENTER		175.00
65862	09/03/2015 Printed		10370.953	COOL AIR SPECIALTY	REPLACED COMPRESSOR-SENIOR C	2,370.00
65863	09/03/2015 Printed		10370.969	CORELOGIC	REALQUEST SERVICE	481.25
65864 65865	09/03/2015 Printed 09/03/2015 Printed		10371.210 10450.095	COUNTY OF FRESNO DON BERRY CONSTRUCTION	TELECOMMUNICATION CHARGES ARRA STORM DRAIN PROJ PH2	283.98 14,071.78
				INC.		
65866 65867	09/03/2015 Printed 09/03/2015 Printed		10660.099 10663.024	FRANCHISE TAX BOARD FREEMAN L&P CORP	CS#550680107 BUSINESS LIC OVERPAYMENT	695.25 90.00
65868	09/03/2015 Printed		10670.050	FRESNO BEE	REIMB IN THE HEIGHTS AD	409.11
65869	09/03/2015 Printed		10670.270	FRESNO CO TREASURER-SHERIFF	PRISONER PROCESSING	96.00
65870	09/03/2015 Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS AND SUPPLIES	106.33
65871	09/03/2015 Printed		10700.080	G&K SERVICES	LINEN/UNIFORM SERVICE	555.46
65872	09/03/2015 Printed		10710.617	GREG GARNER	POLICE CHIEFS ASSOC WORKSHOP	150.00
65873	09/03/2015 Printed		10720.010	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-JULY	8,185.00
65874	09/03/2015 Printed		10810.264	HANOVER HOLDINGS	BUSINESS LIC OVERPAYMENT REIMB	90.00
65875	09/03/2015 Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL, CHIRO 8/19/15	2,369.18
65876	09/03/2015 Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL, CHIRO 8/26/15	1,543.22
65877	09/03/2015 Printed		10820.155	HENRY SCHEIN INC.	MEDICAL SUPPLIES	132.11
65878	09/03/2015 Printed		10820.702	HEWLETT-PACKARD FINANCIAL SERV	LEASES	5,207.86
65879	09/03/2015 Printed		10850.149	HUB INTERNATIONAL INSURANCE	ROCK N BREWS	15.48
65880	09/03/2015 Printed		10900.281	I LOVE TO CREATE	CERAMIC SUPPLIES-SC	78.79
65881	09/03/2015 Printed		10900.440	INGRAM DIGITAL ELECTRONICS		2,427.30
65882	09/03/2015 Printed		10970.773	INTERWEST CONSULTING GROUP	PLAN CHECKS	1,129.93
65883 65884	09/03/2015 Printed 09/03/2015 Printed		11000.150 11040.710	J'S COMMUNICATION INC. JORGENSEN & COMPANY	PROCESS FCC LIC RENEWAL FIRE EXTINGUISHER MAINT-ART	50.00 54.00
05005	00/00/0045		44050 050	IIIDIOIAI DATA OVETTA	C C CITATIONS	20.05
65885 65886	09/03/2015 Printed 09/03/2015 Printed		11050.650 11120.510	JUDICIAL DATA SYSTEM JEFF KESTLY	PARKING CITATIONS MEDICAL PREMIUM REIMB SEPT	22.20 148.78
65887	09/03/2015 Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICE OF	85.00
65888	09/03/2015 Printed		11330.050	STEVEN MCINTIRE	CONTAINERS MEDICAL PREMIUM REIMB SEPT	1,373.43
65889	09/03/2015 Printed		11340.800	METRO UNIFORM	15 INV#116845 OVER PAYMENT	227.22

#### Check Register Report

BANK: UNION BANK

City of Selma

agenda item 1.f.

Grand Total (excluding void checks):

Date: 09/14/2015 Time: 4:53 pm Page:

2

Check Number	Check S Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BA	NK Checks						
65890	09/03/2015 F	Printed		11360.507	MONARCH GLASS	REPAIR DOOR-FD ADM BLDG	312.45
65891	09/03/2015 F	Printed		11360.905	MOTOROLA SOLUTIONS, INC	. MOTOROLA RADIOS	4,118.71
65892	09/03/2015 F	Printed		11400.032	NGLIC CO SUPERIOR VISION	VISION INSURANCE PREMIUM	1,667.38
65893	09/03/2015 F	Printed		11579.027	OVERSTREET & ASSOCIATE	S ATTORNEY FEES-ARRANTS STORM DR	116.92
65894	09/03/2015 F	Printed		11610.155	PACIFIC GAS & ELECTRIC CO	D. UTILITIES-AUG 15	42,662.04
65895	09/03/2015 F	Printed		11620.715	MATTHEW PETERS	REIM FIRE INVESTIGATOR 2A	350.00
65896	09/03/2015 F	Printed		11630.500	PHYSIO-CONTROL, INC	QTRLY BILLING LIFE PACK MAINT	1,177.71
65897	09/03/2015 F	Printed		11640.800	PITNEY BOWES INC.	RENTAL CHARGE -CH	326.18
65898	09/03/2015 F	Printed		11660.847	PRINTING SYSTEMS	AP CHECKS	429.94
65899	09/03/2015 F	Printed		11660.853	PRODUCER'S DAIRY	BUSINESS LIC OVERPAYMENT REIMB	8.00
65900	09/03/2015 F	Printed		11840.166	JESSIE ROSALES	CERAMIC SUPPLIES-SENIOR CENTER	32.00
65901	09/03/2015 F	Printed		11910.806	SANGER FIRE DEPARTMENT	CONSULTING FOR IGT	4,196.25
65902	09/03/2015 F	Printed		11926.843	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-SEPT	6,333.33
65903	09/03/2015 F	Printed		11945.298	SELMA DISPOSAL	GARBAGE-AUGUST 2015	110,771.51
65904	09/03/2015 F	Printed		11960.254	SIGN RANCH	ALADDIN JR BANNER	102.58
65905	09/03/2015 F	Printed		11965.406	SOUND CONTRACTING	STAGE SPEAKERS FOR ART CENTER	1,679.10
65906	09/03/2015 F	Printed		11985.138	SUN LIFE	EMPLOYEE INSURANCE	1,067.90
65907	09/03/2015 F	Printed		12010.189	TAMARA LYNNE DESIGNS	ALADDIN JR COSTUME RENTALS	422.00
65908	09/03/2015 F	Printed		12030.143	THE SHIRT SHAK	COOL KIDS ALADDIN JR	902.55
65909	09/03/2015 F	Printed		12123.051	ULINE	EVIDENCE ROOM SUPPLIES	115.97
65910	09/03/2015 F	Printed		12160.123	UNITED STATES LATEX PRODUCTS	EXAM GLOVES -FD	608.18
65911	09/03/2015 F	Printed		12220.210	VALLEY NETWORK SOLUTION.	NS NET CARE	6,224.54
65912	09/03/2015 F	Printed		12270.190	VERIZON WIRELESS	AIRCARDS	204.20
65913	09/03/2015 F	Printed		12370.550	WONDRIES FLEET GROUP	2015 EXPLORER -FD	173,437.08
65914	09/03/2015 F	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-AUGUST	6,250.00
65915	09/11/2015 F	Printed		10320.807	CALIFORNIA STATE CONTROLLERS	AUDIT CONFIRMATION FEE	100.00
			<u> </u>	Total Che	cks: 70	Checks Total (excluding void checks):	532,402.31
				Total Payme	ents: 70	Bank Total (excluding void checks):	532,402.31

Total Payments: 70

532,402.31

# Agenda Item 2. Issues for Cal Water Regarding new Rate Case

#### September 17, 2015

- Selma City Council asks the Cal Water prepare the documents for submission on grant requests to State Agencies for water and water conservation to provide the funding required to pay for the completion of the water meter installations in Selma. This would include writing the grant on behalf of the City of Selma. The City of Selma will have to execute such grant applications for submission to the State.
- Selma City Council requests that the fines being collected for water conservation on the Cal Water customer invoices be dedicated to the installation of water meters in Selma to complete this conversion. Please provide a total of collections to date via this source.
- 3. Cal Water needs to provide Selma with the documented evidence of actual repair site locations and the costs of each repair site for the water lines that Cal Water is proposing need to be replaced along with the specific line locations that are being considered for replacement. Provide recent project bids for similar work to verify the estimated costs per linear foot for replacement.
- 4. Provide the complete cost estimate upon which the basis for requesting the new SCADA system throughout all of Cal Water is claimed. Provide cost estimate of actual SCADA equipment that will be replaced in Selma and that operational equipment that will be located at Corporate Headquarters in additional to the company wide cost estimate. Cost estimate shall detail make, model, manufacturer, for all hardware and software, installation costs shall be separated from materials.
- 5. The previous rate cases appear to have already paid for the capital improvements that those rate cases were structured for, where is the revenue from the previous rate cases now being used?
- 6. Current rate case is asking for operational overhead expenses such as pickup trucks, why are these being proposed for a rate increase? Prior rates have revenue that is paid in to pay operational cost to Cal Water, why would these trucks need to have a specific revenue stream?
- 7. Water use and therefore water production requirements are falling, why have there not been reduction in Cal Water staffing?
- 8. Since Cal Water has been through the process of eminent domain, please provide the outline for the costs and the capital estimate for purchase of the Selma system for Council's consideration.

## CITY MANAGER'S/STAFF'S REPORT CITY COUNCIL MEETING:

September 21, 2015

ITEM NO:

3.

**SUBJECT:** 

Review and approve Fresno County Community Development Block Grant (CDBG) Program application package for funding year 2016-2017.

#### BACKGROUND:

Every year Fresno County and HUD requires an application package be submitted to verify that the proposed Community Development Block Grant (CDBG) project qualifies for funding.

Qualification of projects is based upon several factors:

- 1. The project must be in an area predetermined by Fresno County to serve a low income/disadvantaged population.
- 2. Projects outside the predetermined areas qualify if the proposed improvements are for removal of access barriers (ADA improvements) only.
- 3. Projects on arterial/collector roadways within the predetermined areas are not fundable unless it can be shown that the residents in the area receive a majority of the benefit.

#### **DISCUSSION:**

The project being submitted for the 2016-2017 funding cycle is:

Ringo Park improvements, including improvements to the existing restroom facilities, restoration of power to the park lighting, and installation of a security camera to enhance and promote safety.

The Engineer's estimate for this project is \$62,000.

Staff continues to collaborate with Fresno County to obtain additional funding to reduce City's cost for this project.

COST: (Enter co.	st of item to be	purchased)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$62,000			None
FUNDING: (E item – if fund exists,			ON-GOING COST: (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source:	CDBG	\$55,209	None
Fund Balance:	General	\$6,791	

## **RECOMMENDATION:**

Hold public hearing and approve Fresno County Community

Development Block Grant (CDBG) Program application

	ding year 2016-2017.
Joseph Daggett – City Engineer  Kunuf M  Kenneth Grey – City Manager	9/17/2015  Date  Date
We an Kenneth Grey, City Manager	nd Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

#### agenda item 2

#### RESOLUTION NO. 2015-

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Selma is applying for the Community Development Block Grant (CDBG) funding for the fiscal year 2016-2017 from the County of Fresno Community Development Department for the following proposed project; and

#### **Ringo Park Improvements**

AYES:

- · Improvements to existing restroom facilities
- Restoration of power to the park lighting
- Installation of a security camera to enhance and promote safety

WHEREAS, the amount of the application is \$62,000; and

COUNCILMEMBERS:

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Selma does hereby approve the application for the CDBG project for the fiscal year 2016-2017, and it is to be sent to the County of Fresno Community Development Department for approval. The City Council of the City of Selma further resolves that the City Manager is hereby authorized to sign the necessary project agreement once received from the County of Fresno and any amendments to the agreement thereof.

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 21<sup>st</sup> day of September, 2015, by the following vote, to wit:

Reyna Rivera City Clerk		
ATTEST:		Scott Robertson Mayor of the City of Selma
ABSENT:	COUNCILMEMBERS:	
ABSTAIN:	COUNCILMEMBERS:	
NOES:	COUNCILMEMBERS:	



## County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING ALAN WEAVER, DIRECTOR

August 28, 2015

Ken Grey, City Manager City of Selma 1710 Tucker Street Selma, CA 93662

Dear Mr. Grey

Subject:

2016-2017 Community Development Block Grant Application

Selma Ringo Park Improvements Project

The County's Community Development Division has completed its preliminary review of the City's Community Development Block Grant (CDBG) Program application for the Selma Ringo Park Improvements Project in the amount requested of \$55,209. We have determined, based on existing information, that the proposed project is an eligible activity under the CDBG Program. Please note that uncommitted funds are available from other participating cities. We will conduct a City Manager's meeting, once program allocations are provided by HUD, to determine the distribution of these funds to interested cities as an advance on future allocations.

Therefore, please proceed with the required noticed public hearing that must be conducted by September 30, 2015. Documents specified in Section II of the application (Public Hearing/Citizen Participation) must be submitted by 5:00 p.m., on Thursday, October 15, 2015.

In accordance with HUD requirements for the CDBG Program, the project will be reviewed for State and Federal environmental compliance.

We look forward to working with the City of Selma in addressing its community development needs. If we can be of further assistance, please call Jonathan Avedian or me at (559) 600-4292.

Sincerely.

KJ:JA:jc

Kristi Johnson, Principal Analyst Community Development Division

G:\7205ComDev\CD OFFICE SUPPORT WORKING FOLDER\Correspondence 2015\CDBG & GRANT\Eligibility Preliminary Approval for Cityo\Selma(8-28-15) docx

August 27, 2015

c: Gigi Gibbs, Community Development Division Daniel Bond, Gateway Engineering

COMMUNITY DEVELOPMENT DIVISION
2220 Tulare Street, Eighth Floor / Fresno, California 93721 / Phone (559) 600-4292 / FAX (559) 600-4573
Equal Employment Opportunity • Affirmative Action • Disabled Employer



## **Program Year 2016-2017**

# Application for Grant Funding Participating Cities

Fresno County
Community Development Block Grant (CDBG)
Program

County of Fresno
Department of Public Works and Planning
Community Development Division
2220 Tulare Street, 8th Floor
Fresno, California 93721

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### Introduction

### Threshold Requirements

## **Application Checklist**

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"Communities that receive entitlement funds from the CDBG program are required to use their funds in a timely manner." (HUD's handbook Guidelines for Grantee Selection, Management, and Oversight of Subrecipients in the CDBG Program).

#### INTRODUCTION:

The County of Fresno receives an annual allocation of CDBG grant funds from the federal Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available to each of its participating cities based on the same HUD formula by which the County receives its funding. Each City participating in the County's CDBG program is invited to submit activity proposals for its portion of CDBG grant funds subject to the rules and guidance in this application notification. The seven participating cities include the cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger and Selma.

The County's Department of Public Works and Planning, Community Development Division, is responsible for the administration and implementation of all CDBG-funded activities for the County and its participating cities. The application packet for the 2016-2017 Program Year is issued by the County's Community Development Division. All CDBG funding requests are subject to terms and regulations in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, (the Act) as amended, and the laws of the State of California. Applications submitted by cities for proposed funding must be for CDBG-eligible activities that are consistent with the County's 5-year Consolidated Plan for Program Years 2015-2019 and meet one of HUD's three National Objectives.

Only complete applications for funding, submitted on the 2016-2017 application form supplied by the County and included in this packet will be accepted. Therefore, review your application proposal carefully, answer all questions and attach all required supporting documentation.

Please note that separate applications are required if more than one activity is proposed for CDBG funding during the 2016-2017 program year.

The deadline for submittal of the application and supporting documentation (excluding Section II) is 5:00 p.m., on Friday, July 31, 2015 at the County's Community Development Division. Upon receipt of an eligibility confirmation letter, cities will then be directed to proceed with a noticed public hearing, to be held by September 30, 2015. Documents specified in Section II of the application (Public Hearing/Citizen Participation) shall be submitted by 5:00 p.m., on Thursday, October 15, 2015.

NOTE: An application workshop to answer questions and assist applicants with the preparation of the CDBG application is scheduled for July 1, 2015 from 2:00 p.m. to 3:30 p.m. at the Fresno County Plaza Building, 8<sup>th</sup> Floor, Conference Room "A". Staff representing the Community Development Division will discuss the application process, staff representing the Design Division will discuss plans, specifications, and cost estimate submittals, and staff representing the Development Services Division will discuss environmental review requirements. We invite you to attend this workshop, and to bring any activity information with you that you may wish to discuss. Please call the Community Development Division at (559) 600-4292 to reserve your space or if you have any questions.

#### THRESHOLD REQUIREMENTS:

- Submittal deadline: Applications must be received at the Community Development Division office by 5:00 p.m., on Friday, July 31, 2015.
- Upon receipt of an eligibility confirmation letter, a noticed public hearing shall be held no later than **September 30, 2015.**
- The deadline to submit evidence of the noticed public hearing, the Minute Order authorizing submission of the application, and the name of the person authorized to sign the grant agreement is 5:00 p.m., on Thursday, October 15, 2015.
- Applications must be submitted on the 2016-2017 application form.
- If multiple projects are proposed, separate applications are needed for each proposed project.
- Applications must include all required attachments and all questions must be answered completely.
- The activity must be able to be completed within 12 to 18 months of funding—the
  activity must be ready to proceed upon funding approval. This requires approval
  of all required land use entitlements.
- Application must include a map showing the street boundaries of the area that will benefit from the activity and/or must include a description of the eligible beneficiaries.
- Application must include a copy of the current contract with the activity engineer
  that demonstrates the term of the contract and that the engineer is authorized to
  provide services needed under application on behalf of the City.
- If proposed activity will require other funding in addition to requested CDBG funds, submit documentation with application demonstrating the sources of funds are available to complete the activity.

Complete applications may be mailed or hand delivered. Applications must be received at the Community Development Division office by **5:00 p.m.**, **Friday**, **July 31**, **2015**.

Mail completed applications to: Fresno County Department of Public Works and Planning, Community Development Division, Attn: Community Development Grants Program, 2220 Tulare Street, 6th Floor, Fresno, CA 93721.

Hand-delivered applications will be accepted at: The Community Development office located in the Fresno County Plaza Building, 2220 Tulare Street, 8th Floor, Fresno, CA.

APPL	ICATION CHECKLIST:
$\boxtimes$	Application Summary (Section I)
$\boxtimes$	Site Map/Site Control (Section I)
	Public Hearing Documents, Proof of Publication Notice (Section II) to be submitted by 5:00 p.m., October 15, 2015
$\times$	Applicant Certification (Section III)
$\times$	Detailed Activity Description (Section V)
$\times$	Activity Timeline (Section VI)
$\times$	Activity Cost Estimate (VIII)
$\boxtimes$	Environmental Questionnaire (Section VIII)
$\times$	Other Supporting Documentation

## SECTION I APPLICATION SUMMARY

Α.	Name of Applicant: City of Selma
В.	Applicant Address: 1710 Tucker Street
	City: Selma County: Fresno Zip Code: 93662
C.	Applicant Tax ID No.: 94-60000431
D.	Applicant DUNS No.: 004940805
E.	Contact Person Name and Title: Daniel Bond, City Engineer
	Phone Number: 891-2215 FAX: 896-5909 E-Mail: cityofselma.com
F.	Name of Activity Engineer: Daniel Bond, City Engineer
	Phone Number: 891-2215 FAX: 896-5909 E-Mail: cityofselma.com
G.	Activity Name: Ringo Park Improvements
Н.	Provide a brief description of proposed activity (detailed description to be provided
	in Section IV): The proposed activity includes improvements to the existing
	restroom facilities, restoration of power to the park lighting, and installation of a
	security camera to enhance and promote safety.
I.	Address of Activity Site (if any): Northwest corner of Nebraska and Mitchell
J.	Total Activity Cost: \$62,000
K.	Grant Amount Requested: \$41,370 (Estimated 2016-17 allocation for City of Selma, based on 2015-16 funds, is \$235,000)
L.	If another participating city chooses to not use its 2016-2017 CDBG allocation, those funds may be made available to other participating cities, as an advance against future-year CDBG funding (to be repaid from the 2017-2018 CDBG allocation). If available, what additional amount of CDBG funds (if any), would the City request 2 20 000

# SECTION II PUBLIC HEARING/CITIZEN PARTICIPATION

(To Be Submitted After County Approves Eligibility and by October 15, 2015)

Cities are required to conduct a noticed public hearing before their governing boards to provide interested citizens the opportunity to comment on all activities submitted for funding. **This hearing must be conducted by September 30, 2015**, but should not be held until after an eligibility confirmation letter is received from the County.

made to encourage broad participation, and how all persons that may benefit from the activity were provided an opportunity to participate:  A noticed public hearing is scheduled in conjunction with the City Council meeting to be held in September 2015. The public meeting will be published in the local newspaper affording the public the opportunity to comment on the proposed activity.	A.	Describe the means used to obtain citizen involvement, any accommodations
A noticed public hearing is scheduled in conjunction with the City Council meeting to be held in September 2015. The public meeting will be published in the local newspaper affording the public the opportunity to comment on the		made to encourage broad participation, and how all persons that may benefit
meeting to be held in September 2015. The public meeting will be published in the local newspaper affording the public the opportunity to comment on the		from the activity were provided an opportunity to participate:
the local newspaper affording the public the opportunity to comment on the		A noticed public hearing is scheduled in conjunction with the City Council
20 To 18		meeting to be held in September 2015. The public meeting will be published in
proposed activity.		the local newspaper affording the public the opportunity to comment on the
		proposed activity.

- B. The following supporting documentation will illustrate compliance with this Section. Submit as part of this application the following supporting documentation:
  - Proof of publication notice.
  - Certified Minute Order authorizing submission of application and naming person authorized to sign on behalf of the Applicant.

Include all supporting documentation for this Section under Attachment B, Evidence of Public Hearing/Local Support.

# SECTION III APPLICANT CERTIFICATION AND COMMITMENT OF RESPONSIBILITY

As the official designated by the governing bo	dy, I hereby certify that if approved by the
County of Fresno for Community Developmen	t Block Grant Program funding,
City of Selma	(Applicant name) assumes the
responsibilities for carrying out the activity spe	ecified in this application in a timely
manner and certifies that:	

- It possesses the legal authority to apply for the grant funds and to execute the proposed activity;
- The Applicant does not have any unresolved audit findings for prior CDBG or other federally-funded activities or projects;
- There are no pending lawsuits that would impact the implementation of this activity;
- It will comply with all statutes and regulations governing the federal Community Block Grant Program;
- The information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct;
- The Applicant has the ability to perform the duties for the activity applied for in accordance with the CDBG program regulations.

Development Division, to contact any agency, whether or not named in this application, which may assist in determining the eligibility of the activity. A information contained in this application is acknowledged to be public	
information.	
Signature Keund My	
Title City Manager	
Type or Print Name Ken Grey	
Date July 28, 2015	

I authorize the Department of Public Works and Planning, Community

## SECTION IV DETAILED ACTIVITY DESCRIPTION

### A. Activity Description

A complete description of the activity to be undertaken must include the activity or services to be provided, where the activity will be provided, how the activity will be provided, and whom the activity will benefit.

1.	Provide a detailed description of the activity and the scope of work to be funded with CDBG grant:
	The proposed activity includes improvements to the existing restroom
	facilities including replacement of fixtures, painting, restoration of power to
	the park lighting that has been inoperable due to theft of wiring, and
	installation of a security camera to enhance and promote safety. The
	camera will be monitored by the Selma Police Department.
2.	Describe how and who (i.e. low-moderate income persons, at risk youth, senior citizens, disabled persons, etc) the activity will benefit:
	The park is located in a disadvantaged area and is used primarily by the
	residents in that area. The restroom facilities are in need of improvements
	to provide an accessible and functional facility. Restoration of lighting and
	addition of a security camera will provide a safer environment for all
	residents using the park.
3.	How many persons are expected to benefit from this activity <u>6,049</u> or how many jobs will be generated or retained as a result of the activity, and how many low/mod income persons will be employed in those jobs?
	Number of jobs 0 Number employed 0
	Note: Activities that are proposed to meet the Low/Moderate-Income National Objective by creating/retaining jobs for Low/Moderate-Income persons will require a Supplemental form to be provided by the Community Development Division after this application is submitted.

4.	Describe the activity location. Provide the street address and assessor's parcel number of the activity and/or the location of the improvements and street boundaries of the entire area that will benefit from the activity:			
	The activity will be performed at Ringo Park, located on the northwest			
	corner of Nebraska and Mitchell Avenues. See attached map depicting			
	approximate boundary of area that will benefit from the proposed activity.			
	Attach a site map (Attachment A) of the activity location that shows street boundaries for all areas that will benefit from the activity and outline the area around the activity that encompasses all areas that will benefit, and/or include a description of the persons that will benefit from the activity (i.e. low moderate income persons, at risk youth, senior citizens, disabled persons, etc). Submit supporting documentation under Attachment F, Other Supporting Documentation/Maps.			
5.	Describe how the proposed activity will benefit the persons, neighborhood o community it will service:			
	The improvements proposed at Ringo Park will provide a safer			
	environment for families to enjoy the park. Improvements to the restroom			
	will provide an accessible and funtional restroom.			
6.	Are the proposed activities part of a targeted revitalization effort?  Yes No  If yes, submit a copy of the neighborhood or community revitalization plan (Attachment F, Other Supporting Documentation/Maps).			
7.	Describe other activities proposed and/or needed in the community or neighborhood that are anticipated in the next five years should funding be available (include housing, infrastructure and/or economic activities):			
	Overlay projects; remove and replace barriers such as unsafe sidewalks			
	and non-compliant curb ramps; Improve the appearance of the			
	neighborhood and local streets.			

	8.	List any other agencies currently active in the activity area:		
		N/A		
В.	List all sources of funds anticipated to be received for this activity, including other grants. If a letter of commitment from other funding sources has already been received, include a copy as supporting documentation, (Attachment D, Other Funding Commitments).			
	1. C	ommunity Development Block Grant (CDBG) funds:	\$41,370 \$21,630	
	3. 0	ther federal funds:	\$	
	4. S	tate funds:	\$	
	5. O	ther funds or in-kind services:	\$	
	6. To	otal Activity Cost:	\$62,000	

### SECTION V ACTIVITY READINESS

CDBG funds are required to be spent in a timely manner; therefore, the City is required to complete this activity in a timely manner. CDBG funding for Program Year 2016-2017 will become available on July 1, 2016, and funded activities can commence upon completion of a fully executed activity grant agreement with Fresno County.

Α.	Activity Readiness to Proceed Once Funded:						
	1.	If selected for funding, can the activity be completed within 12 to 18 months from the date of agreement?					
	2.	Are there weather (rain, temperature, etc) conditions that could delay construction of the activity?					
		If yes, explain any potential delays:					
	3.	Will the activity require any PG&E activity? ☐ Yes ☒ No					
		If yes, explain any potential delays:					
	4.	Will the activity require CalTrans or any other outside agency review or approval? ☐ Yes ☒ No					
		If yes, explain any potential delays:					
	5.	Has environmental review subject to the California Environmental Quality Act (CEQA and/or the National Environmental Policy Act (NEPA) been completed or initiated for this activity?					
		Initial Study / Environmental Assessment No					
		CEQA NEPA					
		Initiated on:					
	2	016-2017 Community Development Block Grant Application Participating Cities					

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	6.	within the last five	years for other activit	QA and/or NEPA been cles within ½ mile from the information below)				
		Initial Study / Envir	ronmental Assessmer	nt No				
			CEQA	NEPA				
		Completed on:						
		Activity Description	n/Geographical Area I	Reviewed:				
B.	exam	Identify any known facts that could delay the implementation of this activity (for example, archeological or historical environmental concerns, right of way acquisition, easements, etc.):  N/A						
					-			
C.			site control as evidend	ced by supporting documeration/Maps)?	entation			
	X Y	es 🔲 No	Site control is expect	ed by				

### SECTION VI ACTIVITY TIMELINE

Attach a timeline for the proposed activity, from application submittal to activity completion. Include milestones or key actions that will take place if the activity is approved for a CDBG grant by the County Board of Supervisors. Show the dates for each milestone and indicate the activity's completion date (the notice of completion date).

A **sample** timeline is below for your use. The first item on the timeline will be the submittal date of the application to the County. NOTE: If activity is recommended for approval, Community Development staff will contact you during preparation of the agreement. Any subsequent changes to agreement execution dates and/or timeline will be revised accordingly.

### PROPOSED CDBG ACTIVITY TIMELINE AND MILESTONES

	Activity Milestones/Actions	Notes	Date
1.	Application Submittal		7/31/15
2.	Eligibility Confirmation Letter		8/31/15
3.	Hold noticed public hearing		9/30/15
2.	Section II (Public Hearing/Citizen Participation) items submitted		10/15/15
3.	Environmental Review	Minimum 90-day review	April 2016
4.	Agreement for CDBG Grant		July 2016
5.	Engineer Selected/Hired	Must go through formal RFP process if not already secured, or if secured for more than 3 years	Dec 2014
6.	Submit Plans/Specs/Current Cost Estimate (P/S/E)		Oct 2016
7.	County Review, Comment, Return of P/S/E	Period = 30 days from receipt of P/S/E	Nov 2016
8.	Submit FINAL Plans/Specs/Cost Estimate, if needed	Must be stamped, certified by ENG	Dec 2016
9.	County Review of Final P/S/E and issue Authorization to Advertise	Period = 30 days from receipt of Final P/S/E	Jan 2017
10.	Begin Advertising Project (Publication Date)	Advertise minimum of 2 weeks	Feb 2017
11.	Bid Opening	Submit bid canvas and low bid proposal within 7 days of bid opening	Mar 7, 2017
12.	County Authorization to Award	Period = 21 days from receipt of Bid Package	Mar 28, 2017
13.	Award of Contract	Must be the date of a City Council meeting	April 17, 2017
14.	Preconstruction Meeting		May 2, 2017
15.	Complete Construction of Project	Estimate construction days per contract	Aug 8, 2017
16.	Complete Punch-List Items	Time for addressing post-construction items	Aug 22, 2017
17.	Final Inspection	Walk-through with County / other parties prior to NOC	Aug 29, 2017
18.	Record Notice of Completion	Allow time for City Council meeting	Sep 22, 2017
19.	Submit Final Invoice, POM Report, Project Cost Summary, etc.	Deadline is 60 days following filing of NOC	Nov 17, 2017

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# SECTION VII ACTIVITY COST ESTIMATE

### A. Construction Costs:

Wo		Description	Quantity	Unit of Measure	Unit Price	Total Cost of Work Item
	1	Restroom Improvements	1	LS	40,000	40,000
	2	Site Electrical	1	LS	6,000	6,000
	3	Security Camera	1	LS	10,000	10,000
					SUBTOTAL	\$ 56,000
B. Estimated Engineering or Architectural Cost Including:  1. Design engineering and/or architectural fee:  2. Special requirements (conditional use permit/zone change/site plan review, foundation or archeological investigations, extensive environmental work)  3. Construction Engineering:  4. Maintenance Plan Preparation:  C. Advertising/Award (printing and noticing)  D. Property Acquisition (if applicable)  1. Real Property  2. Appraisals, title work and related work  E. Contingency  F. Other (specify)  G. TOTAL ACTIVITY COST						\$\$ \$\$ \$\$
	Prep	Daniel K. Bond ared by: Name an			Dat	e <u>7/28/2015</u>

# SECTION VIII ENVIRONMENTAL REVIEW QUESTIONNAIRE

**Participating Cities** 

The following information will be provided to the County's environmental staff to be used in the required environmental review, in accordance with Federal and State (NEPA and CEQA) regulations. All questions must be addressed and supporting documentation included. It is advised that the Activity Engineer answer the questions and sign the form. This Section is a threshold requirement which will assist in determining activity readiness.

1.	Activity Name: Ringo Park Improvements					
2.	Existing Zone District: OS - Open Space					
3.	Existing General Plan Land Use Designation: OS - Open Space					
4.	Is the activity in conformance with local land use, circulation and drainage plans?  Yes ☑ (include supporting documentation) No ☐ Unknown ☐					
5.	Present land use: Park					
6.	Describe major vegetative cover: Turf					
7.	Proposed source of water: Cal Water					
8.	Proposed sewage disposal method: SKF					
9.	List existing physical site conditions to be improved by the activity, such as buildings, wells, pipelines, roads, etc. (if improvement is to an existing building, provide the age of the building(s) and indicate if any surrounding buildings may be 50 years or older):  Restroom building to be improved (built in 1962).					
	restroom building to be improved (built in 1002).					
	Are there any buildings or structures of historical or cultural value in the surrounding area?  Yes No Please describe structure and location:					
10.	What are the existing, surrounding land uses (e.g., agriculture, residences, school, factory)? Include photographs as <b>Attachment E, Environmental Supporting Documentation</b> :					
	North: School East: Single Family Residential					
	South: Low Density Residential and Open West: Undeveloped					

11.	If any of the following items are located within 3,000 feet of activity location, please describe and include photographs as <b>Attachment E, Environmental Supporting Documentation</b> :
	Major roads/highways: Highway 43 (700' west)
	Railroad tracks: Union Pacific Railroad approximate 2500' to the northeast
	Water resources: NA
	Storage tanks: NA
	Hazard sites: NA
	Airports: NA
12.	During the next two years, if there are other similar or related activity(s) under consideration in the same geographical area, describe the activity and its proposed location.  Attach summary as <b>Attachment G, Other Activities</b>
13.	Identify any agencies from which a permit is required for this activity (i.e. County of Fresno, San Joaquin Valley Air Pollution Control District, CRWQCB, etc.):  None
14.	Please identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Indicate why those actions were not selected.
	No other actions available to meet the needs of the existing park site.

## <u>Information requested in questions 15 and 16 below must be provided in Attachment E, Environmental Supporting Documentation</u>

- 15. Provide a written description and map (or maps) illustrating (in detail) the location and size of existing sewer, water and/or drainage lines to be replaced or installed and/or location and size of existing curb, gutter and/or sidewalk improvements to be improved or constructed.
- 16. Provide a written description and map (or maps) illustrating (in detail) the location and size of **proposed** sewer, water and/or drainage lines to be replaced or installed and/or location and size of **proposed** curb, gutter, and/or sidewalk improvements to be improved or constructed, and size and location of material or equipment staging areas.
- 17. Complete the Environmental Supplemental Questionnaire on the following page.

# ENVIRONMENTAL SUPPLEMENTAL QUESTIONNAIRE

In order to determine if this activity is ready to proceed, and meet HUD's timeliness of expenditure requirements for the CDBG Program, funded activities must be ready to proceed once an agreement with the County is executed. Please answer all of the following questions. This information will assist in determining whether the activity is ready to proceed.

		<u>Yes</u>	<u>No</u>	N/A
1.	Is the activity in conformance with your local land use, circulation, and drainage plans? (NOTE: An activity may not be accepted or processed if it does not conform to the appropriate General or Community Plan.)	$\boxtimes$		
2.	Will the activity require rezoning, a conditional use permit, variance, parcel map, or subdivision map?		$\boxtimes$	
	Will required entitlement clearances be completed by October 1, 2015?			$\boxtimes$
3.	Does the applicant have clear title to all properties involved in the activity?	$\boxtimes$		
	<ul> <li>Will the applicant need to acquire real property, road rights-of-way, or easements as part of the activity? (NOTE: HUD requires compliance with its acquisition procedures.)</li> </ul>		$\boxtimes$	
	<ul> <li>Will the activity cause displacement of residents, businesses, or farms?</li> </ul>		$\boxtimes$	
	c. Can an alternate site be selected to avoid displacement?			$\boxtimes$
4.	The applicant's operating budget includes revenues and/or mechanisms in place to maintain improvements.	$\boxtimes$		
5.	Does the applicant have sufficient, qualified personnel to properly maintain the activity upon completion?	$\boxtimes$		
	If not, are local service fees sufficient to hire additional staff to properly maintain the activity?			$\boxtimes$
	b. If not, is the applicant willing to raise local service fees to meet this obligation?			$\boxtimes$

	<ul> <li>c. Does the applicant have a written maintenance plan for improvements made with CDBG funds? If yes, attach Plan as Attachment F, Other Supporting Documentation/Maps.</li> </ul>	Yes	<u>No</u> ⊠	N/A
6.	If required by the County, will the applicant set up a depreciation fund to replace the activity?			$\boxtimes$
	a. Would this requirement cause an increase in service fees?			$\boxtimes$
	b. If so, is the applicant willing to increase service fees to set up a fund?			$\boxtimes$
7.	Are all improvements affixed to the property? (NOTE: Furniture, and other equipment and improvements, [except for fire equipment] not affixed to the property are ineligible for CDBG funding.)	$\boxtimes$		
8.	Is all of the property in the activity area within the applicant's jurisdictional limits (i.e. the activity area will not require annexation prior to activity construction)?	$\boxtimes$		
9.	Is the activity designed to eliminate slum and blight? (Answer N/A if the activity predominantly serves low and moderate income persons.)			$\boxtimes$
	a. If yes, is the activity in an approved redevelopment area and in conformance with the redevelopment plan?			$\boxtimes$
10.	Will all funding needed to complete the activity be in place by July 1, 2016?	$\boxtimes$		
	a. If no, can the activity proceed without the funding?			$\boxtimes$
	b. If no, can the activity be delayed for another year?			$\boxtimes$
11.	Can the activity be designed with deduct items if bids exceed budget?		$\boxtimes$	
	If no, is the applicant able to cover cost overruns from local resources?	$\boxtimes$		
	b. If no, can the activity proceed in phases using the CDBG funds in the initial phase?			$\boxtimes$

		<u>Yes</u>	<u>No</u>	N/A
12.	Will the activity require the formation of an assessment district?		$\boxtimes$	
	(NOTE: There may be Federal eligibility problems when an applicant intends to form an assessment district. Discuss with County staff.)			
13.	Does the applicant have a current contract with an engineering firm to perform engineering work?	$\boxtimes$		
	<ul> <li>a. If yes, attach a copy of the contract as Attachment F,</li> <li>Other Supporting Documentation/Maps.</li> </ul>			
	b. If no, will the applicant contract with an engineer and/or architect to design this activity?			$\boxtimes$
	c. Will the applicant complete the contract process prior to July 1, 2016 with its own local resources?			$\boxtimes$
	(NOTE: Contact County staff for required federal procedures for hiring consulting engineers/ architects.)			
14.	If necessary, has the applicant received all clearances, and/or funding commitments, from any public utilities or railroads that may be involved in the activity?			$\boxtimes$
	a. Will the applicant have these clearances, and/or commitments, by the date for beginning construction as indicated in your time schedule?			$\boxtimes$
15.	If the activity involves a water well, has the applicant received necessary permits from the Health Department?			$\boxtimes$
16.	Will all drainage, as a result of the activity, be contained on-site or in applicant-owned drainage basins?			$\boxtimes$
	a. If no, has the applicant paid required State permit fees for storm water discharges into rivers and streams? If fees have been paid, attach proof of payment as Attachment F, Other Supporting Documentation/Maps.			$\boxtimes$

17.	Will the activity correct or address any serious hea and/or safety issues?	ılth	Yes	<u>No</u> ⊠	<u>N/A</u>
	If yes, attach correspondence the agency has received from a health or regulatory agency to demonstrate seriousness of the problem with Attachment F, O'Supporting Documentation/Maps.	the			
18.	Is any of the land to be improved by the activity un agricultural land conservation contract (Williamson			$\boxtimes$	
19.	Is any of the land to be improved subject to the ap of the Airport Land Use Commission due to the pro- proximity to an airport?	•		$\boxtimes$	
To t	ne best of my knowledge, the foregoing information	is true.			
Sign		July 28, 2015 Date			
Dan	iel Bond. PE	Citv Engineer			

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Title

Name

### **APPENDICES**

Application Approval Timeline CDBG Program Description Sample Press Release/Public Notice

### Appendix 1

### **APPLICATION APPROVAL TIMELINE**

Activity	<u>Time Frame</u>
CDBG Application Submittal Deadline	July 31, 2015
County Review of CDBG Applications	August 31, 2015
Public Hearing(s) Conducted by City	September 30, 2015
Evidence of Noticed Public Hearing Submitted	October 15, 2015 (Items specified in Section II)
Board of Supervisors Conducts Public Hearing for Approval of Recommended Activities and Program	April – May 2016 ms
Initial Study/Environmental Assessment	April – July 2016 Review Period
2016-2017 Program Year Begins	July 1, 2016

### Appendix 2

### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG Program, initiated in 1974, is a federally assisted program administered through the U.S. Department of Housing & Urban Development (HUD). Under the Program, participating cities are entitled to receive a certain annual allocation for various housing and community development activities. The following is a list of eligible and ineligible activities. In addition to eligibility, a proposed activity must be determined to meet a National Objective, which analysis is performed by Community Development staff.

### **ELIGIBLE ACTIVITIES**

- Public Facility and Infrastructure Improvements
   (includes acquisition, construction, reconstruction, rehabilitation or installation of
   the following types of activities on publicly-owned infrastructure and facilities)
  - A. Water System Improvements Acquisition of private systems, installation of new systems, extensions to under-served areas and improvements to existing systems.
  - B. Sewer System Improvements Extensions to non-sewered areas, replacement of existing lines, connections of private properties, and improvements to sewer treatment plants.
  - C. Street and Drainage Improvements Drainage basins and lines, streets, curbs, gutters, sidewalks, lights, bridges, and canal undergrounding.
  - Fire Protection Improvements Fire stations, hydrants, and fire protection equipment.
  - E. Neighborhood Facilities Single or multi-purpose facilities to provide health, social, recreational, or similar services as well as branch libraries and facilities for specific groups, such as senior citizens and the handicapped.
  - F. Parks & Recreation Facilities Site acquisition, development and improvements to new and existing parks, playgrounds and other recreational facilities.
  - G. Solid Waste Facilities & Equipment

- Removal of Architectural Barriers (curb cuts, park improvements, and improvements to public buildings to meet ADA requirements)
- I. Energy Conservation Measures
- II. Housing Rehabilitation and Down Payment Assistance
  - Rehabilitation of properties including privately owned homes and commercial or industrial building
  - Down payment / mortgage assistance
- III. Special Economic Development\*
  - Grants, loans, loan guarantees, interest subsidies to businesses
  - Business incubator construction
- IV. Public Services
  - Employment Training
  - Crime Prevention
  - Child Care
  - · Recreation, Senior and Youth Center Programs
  - Help for the Needy/Homeless
- V. Historic Preservation
- VI. Property Acquisition and Disposition
- VII. Property Clearance
- VIII. Targeted Proactive Code Enforcement
- IX. Commercial or Industrial Rehabilitation
- \* Requires Supplemental Forms, contact Community Development office

### **INELIGIBLE ACTIVITIES**

Activities involving the following are ineligible activities under the CDBG Program:

- I. Civic Buildings such as city halls, courthouses, police stations
- II. Operating and/or maintenance expenses
- III. Political activities
- IV. Purchase of equipment furnishings and personal property (except for fire protection equipment)
- V. New housing construction except under conditions identified in Section 570.207(b)(3) of the CDBG Program regulations (Contact County staff)

### Appendix 3

Every activity proposal <u>MUST</u> contain evidence of citizen participation and support for the proposal. This evidence must include documentation of at least one Public Hearing at which the specific activity was discussed and opportunities provided for citizen input.

### SAMPLE PRESS RELEASE/PUBLIC NOTICE

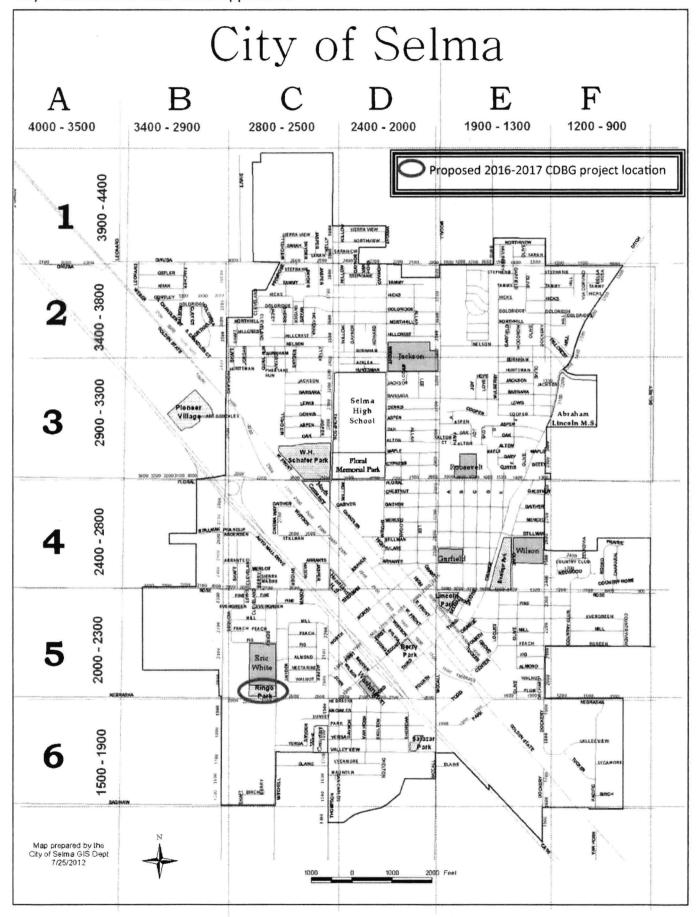
	to Consider Prop	onsals			
	for CDBG Grant Funds				
The	(Insert Applicant Na	lame) will hold a public hearing to	o consider		
activities that could be finan	ced by the Federal Comm	nunity Development Block Grant	(CDBG)		
Program.					
The meeting will be held on	, 2015, at	t p.m. in the			
located at	Interest	ted individuals and organization	s are		
encouraged to attend to voi	ce activity recommendation	ons for their community or neigh	borhood.		
The Community Developme	ent Block Grant (CDBG) is	a Federal grant program admin	istered by		
Fresno County to address h	ousing and community de	evelopment needs of low- and m	oderate-		
income persons. Types of	eligible activities include (p	public works improvements such	as water,		
sewer, streets and drainage	e, fire protection facilities ar	and equipment, solid waste facili	ties,		
libraries and community cer	nters.)				
·	,				
For further information, plea	se contact the	(Applicant/Agenc	y Name) at		
(559)	or the Fresno County Com	mmunity Development office at			
(559) 600-4292.					

### **ATTACHMENTS**

Include all required material and supporting documentation under the appropriate Attachment. If needed, Applicants may provide additional attachments beyond those listed in the Table of Contents.

### ATTACHMENT A

**Activity Site Map/Site Control** 



Attachment A-2 Site Map City of Selma 2016-2017 CDBG Application



Google Earth Pro



### ATTACHMENT B

**Evidence of Public Hearing/Local Support** 

### ATTACHMENT C

**Minute Order/Resolution** 

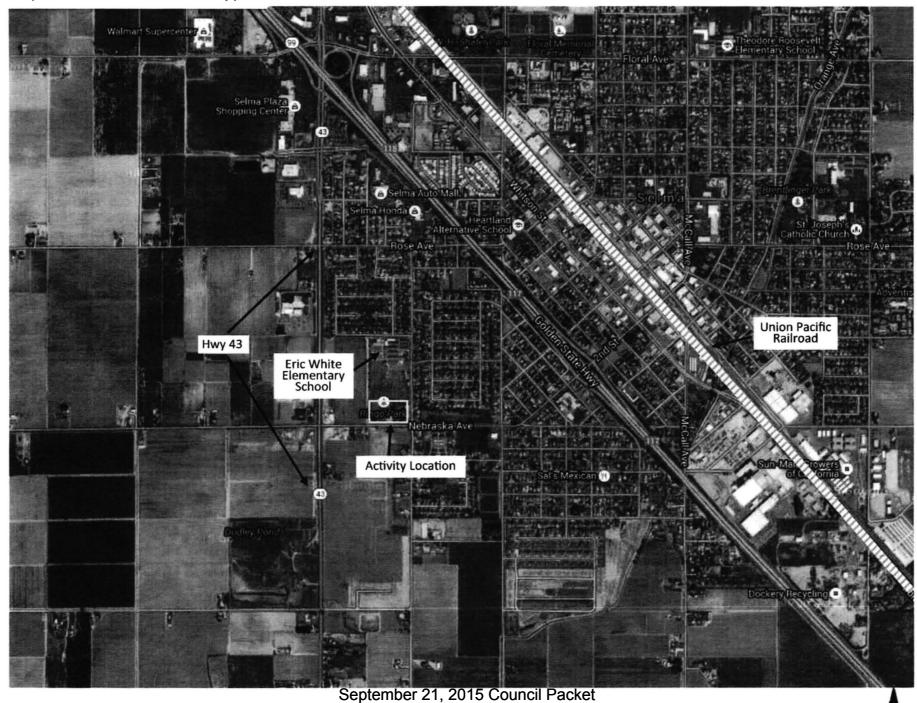
### ATTACHMENT D

**Other Funding Commitments** 

### ATTACHMENT E

**Environmental Supporting Documentation** 

Attachment E
City of Selma 2016-2017 CDBG Application



### ATTACHMENT F

Other Supporting Documentation/Maps

### Attachment F-1

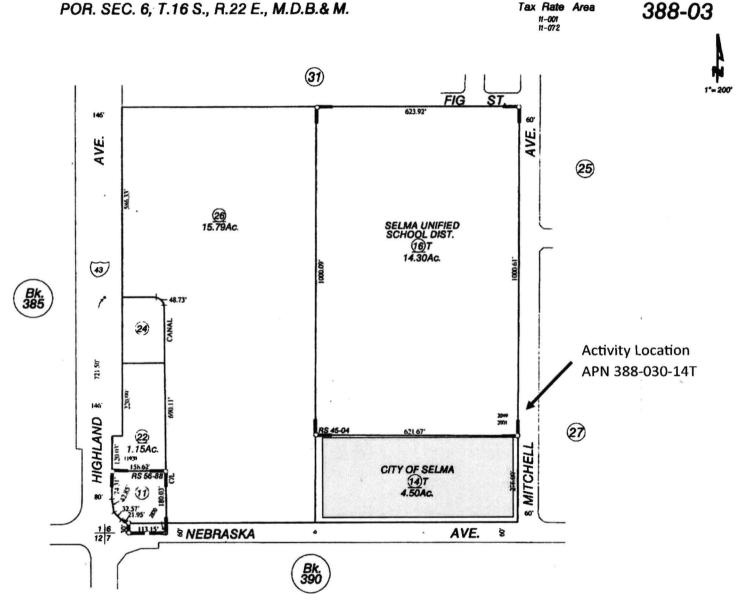
**APN Map** 

City of Selma 2016-2017 CDBG Application

--- NOTE ---

This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land purposes of zoning or subdivision

POR. SEC. 6, T.16 S., R.22 E., M.D.B.& M.



Record of Survey - Bk. 45, Pg. 04 Record of Survey - Bk. 56, Pg. 88

Assessor's Map Bk. 388 - Pg. 03 MAR 2 1 2011 County of Fresno, Calif. 62

Tax Rate Area

#### **RESOLUTION NO. 2014 - 59R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDING CONSULTANT AGREEMENT TO GATEWAY ENGINEERING FOR PRELIMINARY ENGINEERING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS IN THE CITY OF SELMA FOR THREE CONSECUTIVE FISCAL YEARS, 2014/2015, 2015/2016 AND 2016/2017

**WHEREAS**, the City of Selma has requested proposals for the engineering for the reconstruction of various streets and alleyways in the City of Selma from five engineering firms; and

WHEREAS, the City of Selma has received funding from Community Development Block Grant (CDBG); and

WHEREAS, the proposals were opened on May 30, 2014; and

WHEREAS, Gateway Engineering was the most qualified consulting firm.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Selma does hereby resolve as follows:

- That the contract for preliminary engineering for the current fiscal year 2014/2015 project is hereby awarded to Gateway Engineering in the amount of \$27,400.00.
- 2. That the consultant agreement for the engineering for the said project is hereby approved.
- That the City Manager is hereby authorized and directed to execute the same on behalf of the City of Selma.
- 4. That fee proposals will be requested from Gateway Engineering accordingly each fiscal year for the CDBG projects in 2015/2016 and 2016/2017.

The foregoing Resolution was duly adopted at a regular meeting of the Selma City Council on December 1<sup>st</sup>, 2014 by the following vote, to wit:

AYES:

4 COUNCIL MEMBERS: Derr, Avalos, Montijo, Rodriguez, Robertson

NOES:

0 COUNCIL MEMBERS: None

ABSTAIN:

0 COUNCIL MEMBERS: None

ABSENT:

0 COUNCIL MEMBERS: None

Scott Robertson

Mayor of the City of Selma

ATTEST:

Revital Rivera

City Clerk for the City of Selma

Date Signed

# Gateway Engineering, Inc 5811 E. Princeton Ave

Fresno, CA 93727

### **CONSULTANT SERVICES AGREEMENT**

	CLIENT (Address)		City of Selma 1710 Tucker Street Selma, CA 93662			
	ATTENTION		Ken Grey, City Manager			
	PHONE		559-891-2200			
	FAX		559-896-1068			
	EMAIL		Keng@cityofselma.com			
	PROJECT TITL	.E	CDBG Projects F/Y 2014-2015			
	PROJECT NUM	MBER	N/A			
	SCOPE OF SE	RVICES:	See attached scope and fee propos	sal.		
PROJECT LOCATION: Various locations throughout City.						
THE PROVISIONS SET FORTH ON THE FOLLOWING PAGES (PROVISIONS OF AGREEMENT) ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT. IN SIGNING, THE CLIENT ACKNOWLEDGES THAT THEY HAVE READ AND APPROVED ALL SUCH TERMS AND HIRES CONSULTANT TO PERFORM THE ABOVE DESCRIBED SCOPE OF SERVICES.						
	Client	City of Se	lma /	Gateway En	gineering, Inc	
	Ву	Ker	unt Dry	Ву	Jud 1	
	Name/Title	Ken Grev	City Manager	Name/Title	Joseph Daggett Vice President	

Date Signed 12/1/2014

#### PROVISIONS OF AGREEMENT

### Client and Consultant agree that the following provisions shall be part of this agreement:

#### SCOPE OF SERVICES

- Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
- 2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
- 3. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
- 4. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
- 5. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statements attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment to this agreement.
- 6. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services. Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 8.
- 7. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
- 8. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract. Examples of such additional services include, but are not limited to:
- Additional office or field services required due to any governmental agency changes in ordinances, codes, polices, procedures or requirements
  after the date of this agreement.
- The cost of restaking in the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant.
- Clarifications, adjustments, modifications and other changes due to field and other conditions that change by the time project construction occurs.
- The costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this agreement.
- All of the costs of preparation, examination and filing of Record of Survey or Corner Record.
- Extra work caused by delays beyond Consultant's reasonable control by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts
  of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, or faulty
  performance by Client or other contractors or governmental agencies.
- Any extra work performed by Consultant due to changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant.

#### **CONSTRUCTION SERVICES**

- 9. If the scope of services contained in this agreement does not include construction phase services for this project, Client acknowledges such construction phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Consultant.
- 10. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or their employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
- 11. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction phase work.
- 12. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
- 13. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.

#### **DOCUMENTS**

- 14. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
- 15. Client agrees not to reuse electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.
- 16. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described by this agreement. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
- 17. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by consultant, or (2) Client agrees to, authorizes, or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.

#### LIMITATIONS

- 18. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
- 19. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services. Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
- 20. Client agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and subconsultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement, except claims caused by the sole negligence or willful misconduct of Consultant.
- 21. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$25,000 or Consultant's fee, whichever is greater.

#### FINANCIAL

- 22. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within thirty (30) days after invoices are rendered. Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.
- 23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
- 24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.
- 25. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.
- 26. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

#### OTHER

- 27. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
- 28. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
- 29. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
- 30. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
- 31. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
- 32. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
- 33. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- 34. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise

terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 8. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 8.

- 35. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.
- 36. This agreement shall not be construed to after, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
- 37. Consultant shall not be liable for damages resulting from the actions of in actions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

#### **DISPUTE RESOLUTION**

38. MEDIATION: Client and Consultant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action, subject to Paragraph 39(B) below. Paragraph 39(B) below applies whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

39. ARBITRATION OF DISPUTES:

- (A) Client and Consultant agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of contract, construction or real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code 01 Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.
- (B) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract: (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION"

\_\_\_\_\_\_/ K6 Client TPP Consultant

40. In any action, proceeding or arbitration between Client and Consultant, regarding the obligation to pay compensation under this Agreement, or arising from or related to the services provided under this Agreement, the prevailing party shall be entitled to reasonable attorney fees, court costs and other related costs and expenses, from the non-prevailing party, except as provided in Paragraph 38.

# ATTACHMENT G Other Activities

# CITY MANAGER'S/STAFF'S REPORT REGULAR CITY COUNCIL MEETING DATE:

September 21, 2015

ITEM NO:

**SUBJECT:** Consideration and Necessary Action on Proposals for Installation of Equipment and Services to Establish Live Video Streaming Broadcast of City Council Meetings Over the City Website.

**DISCUSSION:** Council is exploring the possibility of purchasing the equipment and services necessary to establish live video streaming of City Council meetings to be broadcast over the City website. Council previously authorized and Staff did issue a request for proposals and made similar solicitations to known providers. The City has received only two proposals, one from Valley Network Solutions and one from STUDIO Spectrum Inc. (Spectrum). There are very significant differences between the two bids.

The bid by Spectrum Inc is for \$21,833.65. Spectrum is located in Burbank. Valley Network Solutions, located in Fresno, proposes to do the same work for \$8,592.30. It is unknown whether the various cameras, cables, monitors and other equipment to be provided by Valley Network Solutions is inferior, superior, or equal to the various components being offered by Spectrum, although the various component parts appear to be priced at or around the same level. Both bids provide for a subscription charge to allow for the streaming video service. The monthly fee proposed for that service by Valley Network Solutions is \$400 for a total 12 month price of \$4,800. Spectrum, is proposing a one year charge of \$2,360.23 (roughly half of what is proposed by Valley Network Solutions). The subscription price proposed by Valley Network Solutions, however, provides for unlimited streaming. The proposal by Spectrum appears to provide for limited video streaming in terms of hours of use, so it is possible that the \$2,360.23 price for that service might increase. In either case, the subscription has to be renewed annually. There is, therefore, an annual cost of between \$2,360.23 and \$4,800 that will be incurred each and every year.

Valley Network Solutions apparently has an existing relationship with the City and with the cities of Firebaugh and Orange Cove, as persons at all three cities have been included as references for that company in its proposal. Spectrum does not provide references. Overall suitability of the equipment provided can likely be determined through inquiry to each bidder.

Assuming the equipment to be provided is comparable, the bids are essentially for the same thing and the price proposed by Valley Network Solutions is roughly a third of the price proposed by Spectrum.

Council will need to discuss and provide direction on the increased budgeted amount for IT Staff time of approximately \$8,000-\$10,000 subject to change if Council approves translation and ADA Compliance (closed captioning).

{00013606.DOC;1}

COST: (Enter cost below)	of item to be purchased in box	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).		
\$8,592.30 or \$2 \$8,000 - \$10,000	1,833.65 Services ) Staff time	\$8,592.30 or \$21,833.65 \$8,000 - \$10,000 Staff time		
	ter the funding source for this fund exists, enter the balance	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).		
Funding Source:	To be determined.	Either \$2,360.23 or \$4,800 annually		
Fund Balance:	To be determined.	\$8,000 - \$10,000 Staff time		

**RECOMMENDATION**: The two proposals are attached. Council is requested to provide direction to Staff as to whether to accept either proposal, or neither proposal. Council must identify the funding source and the impact on the existing budget should it decide to move forward with the purchase of this service/equipment, as well direction on translation services and ADA Compliance.

/s/ Neal E. Costanzo	09/17/2015				
Neal E. Costanzo, City Attorney	Date				
Kennet Sm	9/17/2015				
Ken Grey, City Manager	Date				
We a	and				
Ken Grey, City Manager	Steve Yribarren, Financial Consultant				
do hereby agree that the funding for the above is correct and that enough funds exist to cover the					
expenditure.					



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September 14, 2015

City of Selma 1710 Tucker Street Selma, CA 93662

#### Dear Sir or Madam:

Thank you for allowing Valley Network Solutions to provide you this proposal in response to your RFP for Meeting Video Streaming and Archiving. We will be partnering with Granicus, the leader in governmental meeting video solutions.

Through Granicus' experience working with over 1,100 government entities they have found that their most successful projects start with clear communication, a common understanding of the procedure and regular validation that we indeed understand each other and share the same process.

Granicus' solution that we feel will most meet your need is their Government Transparency Suite. It's a hybrid system with onsite video encoder and cloud-based video streaming and archiving. GTS is a subscription based solution.

Solution deployment and training will take approximately 8 weeks, and is based on the client's availability.

Sincerely,

Eric Freitas Inside Account Manager eric.freitas@vns.net



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September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

#### Firm Information:

Valley Network Solutions, Inc. 364 W Fallbrook Ave Suite 101 Fresno, CA, 93711 559-650-2600 sales@yns.net

Primary Contact:
Eric Freitas
Inside Account Manager
559-650-2600 x 316
Eric freitas@vns.net

Valley Network Solutions will be partnering with Granicus to provide the RFP solution. All implemention and training services will be provided by Granicus engineers. Valley Network Solutions will install the physical video encoder onsite, to be racked along side City of Selma's current servers.

Granicus is the worlds most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:

- Over 1,100 clients in all 50 states, at every level of government.
- Over 31 million government webcasts viewed
- More than 265,350 government meetings online
- · First fully integrated legislative workflow management system for local government
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- · Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating



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September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

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- 2. Solution Proposal
- 3. Key Staff
- 4. Implementation and Training
- 5. Price Proposal
- Software and Hardware
- 7. Support, Mainenance And Upgrades
- 8. Data Rights
- 9. Contract Termination
- 10. Business License
- 11. Standard Agreement
- 12. References
- 13. Supplemental



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September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

Description of Proposed Solution

#### **GOVERNMENT TRANSPARENCY SUITE**

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. Click here for more information on the Government Transparency Suite.

- · Give citizens convenient access to live and archived streaming through your website
- · Reduce public inquiries with searchable, self-service access online
- · Import agendas and index video live to eliminate hours of work
- · Manage and distribute unlimited meetings and events—all completely automated
- · Reach a broader audience integrate closed captions with video
- · Understand and measure public participation with in-depth video analytics

#### **GRANICUS ENCODING APPLIANCE**

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- · Provides live and on-demand streaming online and via mobile devices
- · Remote systems monitoring and Granicus maintenance updates
- 500 GB of local storage (approximately 1,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- · Faster archive upload times, less video buffering
- · H.264 video codec encoding
- · HTML5 and Flash compatible streaming delivery

Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.



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September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

Key Staff:

Valley Network Solutions

Eric Freitas – Inside Account Manager <u>Eric.freitas@vns.net</u> 559-650-2600 x 316

Tom Gilmore – Senior Systems Engineer Tom.gllmore@vns.net 559-650-2600 x 309

Luis Garcia — Infrastructure Manager Luis.garcia@vns.net 559-650-2600 x 325

#### Granicus

Josh Hurni – Sales Representative Joshua.hurni@granicus.com 415-967-5573

Nick Nolen — Solutions Engineer Nick Nolen@granicus.com 415-357-3618 x 1530

Matthew Parks – Product Training Specialist Matthew.Parks@granicus.com 720-240-9586 x 1011



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September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

Implementation and Training:

Valley Network Solutions will implement the video encoder harware onsite, as well as the two camera installations.

Granicus will implement the software, the website and all training on the use of the product. Schedule to be determined at a later date.



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September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

#### Price Proposal:

Your Granicus solution was based on your specific voting and public meeting efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support.

Product or Service	Quantity	Price	Total
Government Transparency Suite	1	\$5,500.00	\$5,500.00
(Unlimited Video Streaming and Archives)			
Monthly - Subscription	12	\$400.00	\$4,800.00
Video Camera – AXIS IP Camera	2	\$799.00	\$1,598.00
VNS Services – Engineer Hours	10	\$87.50	\$875.00
Subtotal			\$7,973.00
Tax			\$619.30
Total			\$8,592.30

Government Transparancy Suite includes the video encoder, all software, and training services.

The Monthly Subscription includes unlimited video streaming and archiving.

Video cameras are AXIS P3364-LV, and will be mounted in the Council Chamber by VNS.

City of Selma will be billed by VNS for the Government Transparency Suite, the cameras, and the services rendered by VNS. Granicus will bill the monthly subscription separately.



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September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

#### Hardware and Software:

All hardware required for the solution is included in the proposal. The hardware consists of the Granicus Encoding Appliance and two AXIS IP video cameras which will be installed by VNS staff.

The Government Transparency Suite will installed by Granicus staff.

No other hardware or software is required.

#### Support, Maintenance and Upgrades:

VNS will maintain the AXIS IP video cameras as part of the City of Selma's ongoing NetCare support agreement.

All support, maintenance and upgrades in regards to the Granicus Government Transparency Suite and the Encoding Appliance will be performed by Granicus remotely.

#### Rights to Data and Content:

City of Selma retains all rights to content generated and/or stored via the Granicus Government Transparency Suite Solution. Media is fully exportable to a standard format without the need for a custom license. There is no cost to the City to export the data.

#### **Contract Termination:**

Information regarding termination in Granicus clients was not provided. If the weight of this information is a determining factor, that information can be obtained via a request to Granicus.

#### **Business License:**

Valley Network Solutions, Inc. and Granicus do not have a City of Selma business license.

#### Standard Agreement:

Valley Network Solutions, Inc. agrees to the terms of the Standard Agreement.



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Contractor License # 839568

September 14, 2015

City of Selma Meeting Video Streaming and Archiving RFP

References:

City of Selma Jerry Howell 1710 Tucker St Selma, CA 93662 jerryh@cityofselma.com 559-891-2208

City of Firebaugh Ken McDonald – City Manager 1133 P Street Firebaugh, CA 93622 citymanager@ci.firebaugh.ca.us 559-659-5907

City of Orange Cove Samuel Escobar – City Manager 633 Sixth Street Orange Cove, CA 93646 samescobar@cityoforangecove.com 559-626-4488 x 215





Transparency around public meetings is more important than ever. Citizens want to learn about policy decisions that affect their lives and see how their tax dollars are being spent. But, the burden and expense of managing this information is time consuming for government employees and can be cumbersome for citizens to find at complex government websites. What if you could automate this process and make it incredibly convenient for everyone?

The Government Transparency Suite helps agencies give access to all public meetings and important records online and creates an unprecedented level of openness. Leveraging a powerful media management solution, organizations can easily publish content on their website, link related documents, and provide keyword searching for citizens. Using reports on visitor trends, agencies can quickly gauge interest in the most important issues.

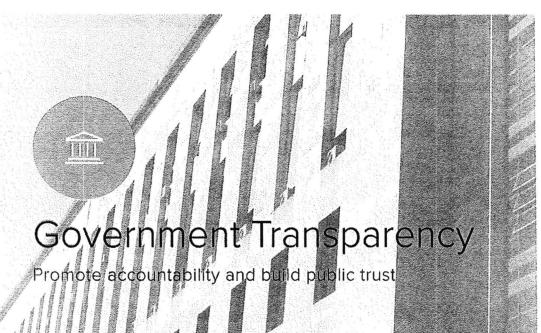
## Manage and broadcast government media online

- Give citizens convenient access to hydrana archived alreading through your website.
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- Understand and measure public participation with in depth video analytic



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#### **GOVERNMENT TRANSPARENCY**

#### Features for Staff

- Live Event Streaming.
- **Encoding Appliance**
- Intelligent Media Routing
- Proadtive Systems Monitoring
- Import & Parsic Agendas
  - Link Relevant Documents
- Index Video lave
- - Reports & Amalytic
- Paperless Agenda for the IPad

#### Beneills to Cilizens

- Closed Captioning
- Advanced Search
  - Downloadable Media

#### Conveniently deliver media online and increase transparency

#### Increase convenience with access any time, from anywhere

Citizens and staff can watch live streaming broadcasts or play archived videos through your website. Viewers can quickly jump to any topic through index points to review only the information that is important to them.

#### Maximize public access with a searchable integrated public record

Empower citizens to find what they need through a searchable public record on your website. All meeting audlo, video, minutes, and agendas are tightly integrated together. Citizens can subscribe to your agenda or a particular search to get real-time notifications when new content is available.

#### Ensure ADA compliance with a closed captioning integration

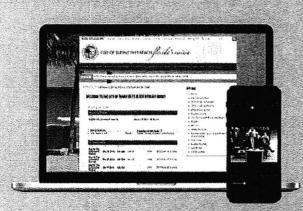
Easily stream meetings with scrolling closed captions. Quickly access and publish a full transcript and even search for any word spoken on video.

#### Review and annotate paperless meeting materials on the iPad

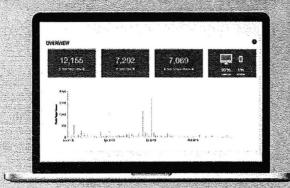
Staff and elected members can review agendas and supporting documents, as well as bookmark and take notes on items, through a native iPad application.



#### GOVERNMENT TRANSPARENCY



Deliver rich media and critical documents



. Messure viewership to understandarentis and meswikim applicate engagement

# Award-winning, proven streaming solution for local, state, and federal agencies

#### Unparalleled streaming performance and reliability

Reduce the burden on IT staff by leveraging a world-class hosted infrastructure and an on-site media server, backed by a comprehensive maintenance program.

### Unlimited bandwidth, unlimited storage, and intelligent routing

Store files redundantly and intelligently route media to avoid network congestion. Our proven streaming solution ensures quality, speed and reliability. Get permanent storage, backups, systems monitoring, and dedicated support.

#### Simplify media management through automation

Schedule events to broadcast live or record from any video source including cable, camera, VHS, or DVD. Archived files automatically transfer to internal and external distribution networks and are instantly published to the web.

### Save hours of time by importing agendas & indexing in real-time

Import agendas and index video live during the meeting.

After the meeting, produce a public record with the agenda

linked to the video.

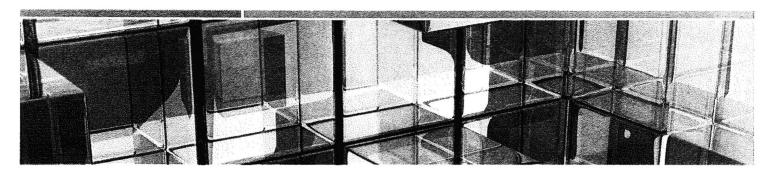
### Understand viewership with in-depth metrics and reporting

Check out the public engagement level, mobile usage, page visits, visitor location, originating links, and more, instantly on the video analytics page.



## Elected Official

Citizen collaboration and building trust through transparency



#### **Fast Facts**

- 2,517+ meeting bodies and 7,000+ elected officials use Granicus
- Granicus is currently hosting
   4,000+legislative research portals online
- Over 109 Million public meetings are webcasted with Granicus

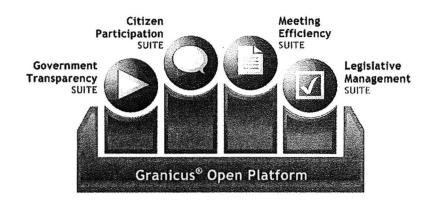
This is a great continuation of the Council's desire to make city government, the Council, and our meetings as accessible as it possibly can be for the citizens.

> Robert Pinkerton Mayor South Padre Island, TX

#### How can you benefit?

Elected officials at the local, state, and federal level are increasingly emphasizing the importance of transparent government, empowered citizens, and responsive services. Technology is becoming a top way for government officials to meet these objectives. Granicus understands this better than anyone. We have helped thousands of governing bodies revolutionize their transparency, policy-making, and citizen collaboration strategies using the latest technologies for more than a decade.

Learn why elected officials trust Granicus to help them strengthen their communities!







#### Benefits



Promote transparency and build trust. Increasing transparency and accountability remains a top initiative in government. Transparency strengthens public trust and instills confidence in democracy. Granicus specializes in helping government leaders promote open government using the latest technologies, including online video, citizen collaboration, and powerful legislative research tools located centrally on your website. Our goal is to simplify public access to the democratic process. With Granicus, your audiences can instantly research, subscribe to, and share public meeting topics and legislation that interests them most.



Run the most efficient legislative process. Granicus technologies are proven to help elected officials attain the highest levels of efficiency in their public meetings and throughout the legislative process. Thousands of governing bodies use our touch-screen voting and digital agenda and minutes solutions to significantly reduce amount of time, manual effort, and paper required to process legislation. This results in streamlined legislative workflows from start to finish. These technologies also provide fast and convenient ways to review your meeting materials instantly online and on-the-go with our paperless agenda iPad app. They even streamline your recordkeeping process - ensuring your actions and decisions are accurately recorded, retained, and distributed.



Encourage citizen involvement. Citizen involvement is vital to democracy. Elected officials want to encourage participation through new technologies; however, finding an efficient way to manage and respond is always a challenge. Granicus simplifies this through a convenient web-based forum. We help you collect, track, and manage input and ideas from the community about the policy, programs, and services that matter most to them. We also give your staff the tools to easily manage and measure this feedback to help you stay responsive.



Replace paper agendas with iPads. More than ever, governments are planning or implementing the use of iPads to eliminate paper, improve efficiency, and cut costs in their public meetings. Granicus offers the leading iPad application for paperless agendas, it's called iLegislate. Elected members use it to review meeting agendas and supporting documents, annotate notes, bookmark items of interest, and even playback archived meeting videos. Because agenda data syncs automatically to our legislative solutions and the Granicus cloud, there is no risk of data loss and you always have the latest version of the agenda packet at your fingertips.

#### Recommended Solutions for **Elected Officials**



Government Transparency Suite Online tools for open government research, powerful reporting, iPad & mobile media



Citizen Participation Suite Online collaboration tools to facilitate a meaningful civic dialogue



Meeting Efficiency Suite Live & post-meeting management tools, meeting process automation



Legislative Management Suite Total agenda management: automation of the entire legislative clerical process, including referral and approval workflows

#### Recommended Professional Services

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### City of Stockton, CA

New boards and commissions management saves time



The City of Stockton, Calif., like many local governments today, is always looking for new ways to serve citizens through technology. Whether it's providing access to government meetings online through web streaming or improving the agenda management process to get information to the public sooner, Stockton's staffers have prided themselves on using technology to make it easier to do the "business of government."

But In early 2014, city officials determined the way they managed appointments and recruitment for their boards and commissions didn't meet this standard.

When Granicus released its Boards and Commissions application in March 2014, the City of Stockton became one of the first to adopt the technology, with a goal of taking a labor-intensive, paper-heavy process and streamlining it.

The amount of paper savings has been huge. We rarely print anything. We only took paper applications before, but now, we've gone almost completely digital and paperless.

- Eliza Garza, Senior Deputy City Clerk

#### Success Highlights

- Vastly reduced paper usage in the office by taking nearly the entire boards and commissions process digital
- Achieved greater visibility to citizens with automatic vacancy notifications and application deadline updates
- Reduced the amount of time needed to train new staff on boards and commissions management
- Made regulatory and state reporting easier with easily exportable and sortable data
- Increased number of citizen applications for boards and commissions openings by moving application process online

#### **Fast Facts**

Agency Type: Local Government

Population: 298,118

Solution:

**Boards & Commissions** 

Active Since: 2014

G www.granicus.com

○ 2015 Granicus, Inc. 707 17th Street, Suite 4000, Denver, CO 80202



City of Stockton, CA

#### The Challenge

For years, the City Clerk's office managed the City's 24 boards and commissions through several spreadsheets, for everything from tracking which citizens had applied for which boards, to upcoming expirations and filings cleadlines, to scheduled ethics trainings for board and commission members.

There also was a separate database used to track applicants and post information to the City's website, which again, was a manual update process performed by City staff.

"We had a big issue with trying to keep track of folks that were interested in more than one board or commission," said Bret Hunter, Assistant City Clerk. "If that happened, there was a ton of manual work and lots of paper involved.

"We were looking to consolidate everything into one spot and only have to update things once."

#### **The Solution**

Exhausted with trying to keep track of so much information in multiple places for so many different meeting bodies, the City of Stockton turned to Granicus' Boards and Commissions software in March 2014 to help ease the City Clerk staff's burden.

"We were looking to eliminate all of the paper copies we were making and the manual work it took to keep track of everything," said Eliza Garza, Senior Deputy City Clerk, "If a citizen applied for more than one board or commission, we were printing off multiple copies of their application and filing them in different places and trying to keep track of everything. It was not easy and very time-consuming.

"The software has allowed our process to be more automated, more consistent and more trackable."

The City of Stockton was among the first communities to implement Boards and Commissions, seeing value in core components like:

#### Public notice of vacancles

All vacancies are displayed online automatically as changes are made. No longer did the City need to update a separate database to make information public, and promotion was made even easier through social media buttons and links to apply online.

#### Collection of applications

The City could digital recreate its paper applications and applicants could apply online to multiple boards at any time. Customized email templates are also available to notify applicants of process statuses.

#### · Qualifying and balancing candidates

While reviewing candidates, the software gave staff the ability to check off important qualifiers like residency or oath of office requirements. The ability to search across all applications, filter by boards applied to or demographics like ward, gender, ethnicity or political leanings helped create insight into the best candidates.

#### Approving and appointing

The software made it possible to quickly identify candidates, create packets and send them to the approving body. Once a candidate has been approved, pre-identified packets like orientation manuals or welcome letters can be automatically sent,



City of Stockton, CA

#### The Results

The success the City of Stockton has seen since it implemented Boards and Commissions can best be described as "time-saving."

Hunter and Garza report that by consolidating everything into one system, staff have the capability to quickly produce reports – whether internal or for mandatory reporting for California's Maddy Act or Fair Political Practice Commission – and that the time it takes to train new staff on how to manage boards and commissions has gone down considerably.

And, by extension, Garza believes the citizen experience has improved.

"I have seen an Increase in citizen participation in filling out applications," Garza said. "We have more bodies in our database of potential board members, and I think a big part of that is because it's easier for them to do it—they can apply at home. I've certainly noticed there's been more participation."

### CITY MANAGER'S/STAFF'S REPORT CITY COUNCIL MEETING:

September 21, 2015

ITEM NO:

5.

**SUBJECT:** 

Consideration and necessary action on request from Selma Rotary District #5230 to waive fees for the annual Band Festival Parade.

**DISCUSSION:** The Selma Rotary District #5230 has submitted a request to waive fees associated with the annual Band Festival Parade.

Fees associated with this event include Special Events Permit, Street Closure Permit, Barricade Fees which total approximately \$2,600. This does not include any Staff time, Public Works man hours or Police overtime. The information for Public Works is attached. Previous years costs for Police have been in 2013 \$552.70 and for 2014 \$972.03.

This event will take place on October 31, 2015, and will be the usual route. City Council may consider waiving fees for this event on a year to year basis or an ongoing fee waiver.

COST: (Enter cost of item to be purchased)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
Staff Time	
FUNDING: (Enter the funding source for this item – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
	from the Selma Rotary District #5230 to e Annual Band Festival.
WHO KC	9/17/15
Mikal Kirchner	Date
Director of Community and Recreation Serv.	9/17/2015
Ken Grey, City Manager	Date
,	
Wean	d
We and Ken Grey, City Manager	d Steve Yribarren, Financial Consultant
do hereby agree that the funding for the above is a expenditure.	correct and that enough funds exist to cover the

### 2015 Band Festival

Date Needed	Time Needed	Description	PW hours
		- Cooring to the coor	
10/1/2015		Put up Rotary Band Festival flags on street light poles on High Street	2.
10/14/2015		Check phone system for Rotary Band Festival	
10/21/2015		Send notification of closure of Huntsman from Wright to Thompson	
		10/26/13 from 11a m to 7 pm for Rotary Band Festival	0.
10/28/2015		Deliver 14 barricades to Huntsman & Wright for street closure for Rotary	
		Band Festival on 10/26/13 from 11 am to 7 pm, on Huntsman between	
		Wright & Thompson	1.5
10/28/2015		Deliver 6 bleachers from Shafer Park to High Street for Rotary Band	
		Festival (see attachment): 2 in front of parking lot next to Masonic	
		Temple 2 in City parking lot (High and First, behind Foster Freeze) 2 in	
		old Penney's parking lot	12
10/28/2015		Hang electrical cord at Second & High, on street light for Rotary Band	
		Festival	1.9
10/28/2015		Deliver 5 barricades behind High School concession stand on Thompson	Amico
		for Rotary Band Festival	12
10/28/2015		Energize Christmas circuit for power for Rotary Band Festival	
10/28/2015		Distribute 301 barricades for Rotary Band Festival	12
10/28/2015		Turn off all sprinkler systems at Lincoln Park and downtown	1.5
10/30/2015	6:30 AM	Block High Street from First to parking lot entrance for delivery of trailer	
10/30/2015	0.5071171	Spot trailer for review stand on High Street	9
10/30/2015		Accept delivery of golf carts (time to be determined) for Rotary Band	
10/30/2013		Festival at Old City Yard	1.
10/30/2015		Load 15 8' tables and 35 chairs on flatbed truck for Rotary Band Festival	
10/30/2013		to be distributed on 10/25/14	
10/31/2015	6:00 AM	Move bleachers into place on High Street for Rotary Band Festival	
10/31/2015	6:00 AM	Install bus route, preferred parking and bus parking signs (Jerry will print)	-
10/31/2013	0.00 AIVI	on barricades for Rotary Band Festival	19
10/31/2015	6:30 AM	Decorate review stand for Rotary Band Festival	
10/31/2015	7:00 AM	Turn off lights downtown street light breakers in pocket park	
10/31/2015	7:30 AM	Close streets on Rotary Band Festival route	
10/31/2015	8:00 AM	Install parade route signs for Rotary Band Festival	
	12:30 PM	Clean High Street - street sweeper, blowers and brooms	
10/31/2015 10/31/2015		Retrieve parade route signs IMMEDIATELY after parade	3
and the second s	1:00 PM	Turn breakers back on in pocket park for downtown street lights	0.9
10/31/2015	1:00 PM	Clean Lincoln Park	0.5
10/31/2015	1:00 PM	2300000	
10/31/2015		Deliver 5 barricades behind High School concession stand on Thompson	ļ ,,
10/01/0015		for Rotary Band Festival	
10/31/2015		Unlock Old City Yard to release golf carts (time to be determined) for	
10/01/2015		Rotary Band Festival	
10/31/2015			
/ /		Relock Old City Yard after golf carts are returned (time to be determined)	0.9
10/31/2015		Deliver 30 cones to St. Joseph's Church to close parking lot on Rose	0.9
10/31/2015		Remove decorations from review stand and return to City Yard for	
		storage	
10/31/2015		Remove bleachers from street and place in parking lots	
10/31/2015		Return tables and chairs to City Yard	33
10/31/2015		Pick up phones and return to City Yard	19
10/31/2015		Turn off power to Christmas circuit	0.
11/2/2015		Pick up barricades from various locations and return to City Yard	3
11/2/2015		Pick up remaining barricades (Huntsman, concession stand, etc.)	
11/2/2015		Remove bleachers from parking lots and return to Shafer Park	1
11/2/2015			
P4 121A		Remove Rotary Band Festival flags from street light poles on High Street	7
11/2/2015		Turn sprinklers at Lincoln Park and downtown back on	1.
		TOTAL HOURS	10

#### "STREET CLOSURE LIST"

### THE FOLLOWING LOCATIONS MUST BE MANNED DURING THE PARADE DO NOT ABANDON YOUR POST!!!

POST NO.	LOCATIONS	# OF BARRICADES
1	On Olive @ Stillman	8
2	On Orange @ Arrants and	6
3	Alley on Arrants between Orange & "C" Sts	3
4	On "C" St. @ Arrants and	6
5	Alley on Arrants between "C" & "B" Sts.	3
6	On "B" St. @ Arrants and	6
7	Alley on Arrants between "B" & McCall	3
8	On Arrants @ McCall and	10
9	On McCall @ Arrants	8
10	On McCall & Tulare	8
11	On Lee @ Tulare	6
12	On Logan @ Tulare	6
13	On Arrants & Wright and	10
14	Alley on Wright between Arrants & Tulare	3
15	On North St. @ East Front	6
16	On First @ East Front	8
17	On Second @ E. Front	8
18	On Second @ Tucker and	8
19	Alley between East Front & High on Second	2
20	On Selma @ Tucker St.	6
21	On Tucker - City Hall parking lot entrance	4
22	On Tucker - Alley entrance adjacent to City Hall	2
23	On Third @ Grove	6
24	On Selma @ Mill	6
25	On Keith @ Mill	6
26	On Orange @ Grove and	6
27	On Grove & Orange	6
28	On Fourth @ Grove	6
29	On Grove @ Center	6
30	On Mill @ Orange	8
31	On Orange @ Evergreen	8
32	Alley Entrance On Evergreen bet Locust & Orange	2
33	Both sides of Locust @ Evergreen	12
34	On Olive @ Evergreen and	6
35	On Evergreen @ Olive	8
36	Both sides of alley on Olive between Evergreen & Pine	6
37	Both sides of Pine @ Olive	12
38	Both sides of alley on Olive between Pine & Rose	6
39	On Rose @ Dockery (Selma PD will man)	10
40	Alley on Rose between Orange & C	3
41	On C @ Rose	6
42	Alley on Rose between C & B	3
43	B @ Rose	6
44	Alley entrance on Rose bet B & Shopping Center	3
45	Shopping Entrance on Rose @ McCall	6
46	Shopping Entrance on McCall @ Rose	6
47	Shopping Entrance on McCall south of Arrants	6
48	On Arrants @ Lee	6
49	On Arrants @ Logan	6



#### **OTHER BARRICADES**

Description	Location	# of barricades needed
Huntsman closure	Huntsman from Wright to Thompson	14
Pizza man	behind High School concession stand	5
Bus Route	Floral & Wright	2
	Floral & McCall	2
	Floral & Olive	2
	Olive & Stillman	2
Bus Parking		2
Preferred Parking		2
Parade Route Signs		
SILENT ZONE		2
PARADE ROUTE		8
PARADE START		2
END PARADE ROUTE		1
PERCUSSION COMPETITION BEGINS		2
PERCUSSION COMPETITION BAND STOPS HERE		2
CONTINUE PLAYING		2
COMPETITION ENDS		2
COMPETITION BEGINS		2
TOTAL		54

#### **BLEACHERS FOR ROTARY BAND FESTIVAL**

FROM	LOCATION TO BE PLACED	# NEEDED
Shafer	In front of parking lot next to Masonic Temple	2
	In City Parking Lot #2 (First & High behind Foster Freeze)	2
lı	In Antique Mall/old Penny's Parking Lot	2
	TOTAL	6

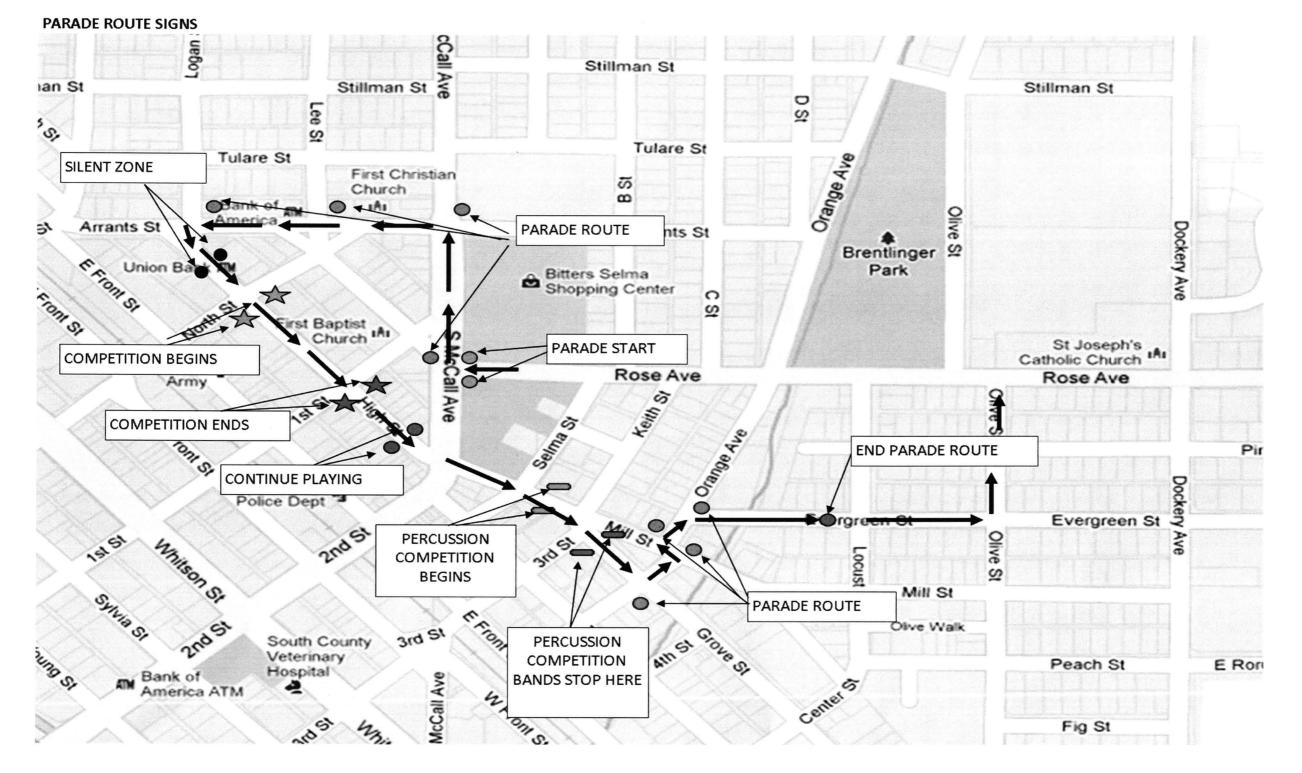
#### **BUS ROUTE SIGNS - BAND FESTIVAL**

	LOCATION		
	FLORAL/WRIGHT	2 BARRICADES	
	FLORAL/MC CALL	2 BARRICADES	
	FLORAL/OLIVE	2 BARRICADES	
BUS CHECK-IN	OLIVE/STILLMAN	2 BARRICADES	

TOTAL "CITY OF SELMA" BARRICADES: 8

#### **PARADE ROUTE SIGNS**

	# OF
DESCRIPTION	SIGNS
SILENT ZONE	2
PARADE ROUTE	8
PARADE START	2
END PARADE ROUTE	1
PERCUSSION COMPETITION BEGINS	2
PERCUSSION COMPETITION BAND STOPS HERE	2
CONTINUE PLAYING	2
COMPETITION ENDS	2
COMPETITION BEGINS	2
ARROW	18



### CITY MANAGER'S/STAFF REPORT COUNCIL MEETING DATE:

September 21, 2015

ITEM NO: SUBJECT:

Consideration and Necessary Action on Resolution Initiating Fresno County LAFCO Proceedings for Annexation and Detachment of Territory consisting of the Rockwell Pond Commercial Project and Opting not to Succeed to Williamson Act Contracts Related to that Project.

DISCUSSION: On March 1, 2010, the City Council adopted a series of resolutions including certification of an Environmental Impact Report (EIR), a General Plan Amendment, Zone Change (Prezoning), Specific Plan Change and Site Plan for what is known as the Rockwell Pond Commercial Project located generally North of Floral Avenue and East of Highway 99 within the existing Sphere of Influence of the City of Selma in addition to a resolution initiating proceedings before LAFCO for the annexation of that territory to the City. The Resolution of Application was never submitted to LAFCO because shortly after these resolutions were adopted, Consolidated Irrigation District (CID) filed suit against the City and the developer challenging the adequacy of the EIR for the project. The filing of that type of suit effectively precludes the City from following through on the necessary project approvals and seeking annexation from LAFCO because LAFCO's approval of the annexation would be subject to being set aside if the EIR were found to be invalid and LAFCO would be brought into the lawsuit in the interim.

The proposed resolution initiating these LAFCO proceedings for annexation of this territory is, in essence, just an updated version of the resolution adopted on March 1, 2010. After March 1, 2010, new laws were enacted which state that a resolution of application must include an election of whether the City will or will not succeed to any Williamson Act contract covering property within the project area. Since that law did not exist in 2010, the resolution of application adopted in 2010 does not include this language. The new proposed resolution initiating LAFCO proceedings does include this language.

Additionally, at the time the City was in the practice of not seeking to detach Consolidate Irrigation District from territory annexed to the City because of the suits CID was filing against the City approved projects. Now, however, the suits have all been dismissed and the City has a Cooperative Agreement with CID that requires that it seek detachment from territory annexed into the City of Selma.

Lastly, LAFCO has indicated the City may annex as part of this proceeding the Rockwell Pond property that the City will own as a result of its agreement with CID, and this is included as territory to be annexed.

Accordingly, the proposed resolution is simply a rewritten version of the resolution previously adopted on March 1, 2010 which corrects the deficiencies in that original resolution created by changes in the law and changes in circumstances following its adoption and adds the City owned Rockwell Pond as territory to be annexed.

{00013608.DOCX;1}

COST: (Enter cost of item to be purchased in box below)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
None	None
FUNDING: (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: N/A	None
Fund Balance:	
RECOMMENDATION: Approve revised Initiating Fresno County Local Agency Form annexation and detachments and opting not related to the Rockwell Pond Commercial Powned by the City.	to succeed Williamson Act Contracts
/s/ Neal E. Costanzo	09/17/2015
Neal E. Costanzo, City Attorney	Date
Kennet Ing	9/17/2015
Ken Grey, City Manager	Date
Weand	
Ken Grey, City Manager	Steve Yribarren, Financial Consultant
do hereby agree that the funding for the above is corre	ect and that enough funds exist to cover the
expenditure.	

#### RESOLUTION NO. 2015-

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA INITIATING LAFCO PROCEEDINGS FOR THE DEWOLF/FLORAL REORGANIZATION/ANNEXATION NO. 2006-0008

WHEREAS, the City of Selma has been requested to process a proposed reorganization of territory with the short title of Reorganization No. 2006-0008 De-Wolf – Flora (Rockwell Pond) pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code (the "Reorganization Act") for the reorganization. Said reorganization is proposed to annex territory to the City of Selma and Selma-Kingsburg-Fowler County Sanitation District and to detach the same from the Fresno County Fire Protection District, Consolidated Irrigation District, and Kings River Conservation District; and

WHEREAS, the City adopted Resolution No. 2010-13R on March 1, 2010, authorizing the initiation of these proceedings for annexation of the portion of territory sought to be annexed that consists of the Rockwell Pond Commercial Project but the Resolution of Application was not submitted to the Fresno County Local Agency Formation Commission (LAFCO) at that time because of a pending suit challenging the Environmental Impact Report (EIR) for this project, which suit has now been dismissed; and

WHEREAS, the delay in submission of Resolution 2010-13R and initiation of these proceedings requires the City to rescind Resolution 2010-13R and to replace that Resolution with this Resolution which addresses changes in circumstances relating to the project occurring following the adoption of the aforementioned Resolution 2010-13R; and

WHEREAS, the territory proposed for reorganization is uninhabited, and on this day contains <u>four (4)</u> registered voters according to information received from the County Elections Office; and

WHEREAS, a map and description of the boundaries of the territory consisting of the Rockwell Pond Commercial Project is set forth in Exhibit 'A' and 'B' attached hereto and by this reference incorporated herein, and a map and legal description of the real property that consists of Rockwell Pond, which is an approximately sixty (60) acre parcel now owned by the City of Selma is set forth in Exhibit C, attached and incorporated herein; and

**WHEREAS**, the reorganization proposal is made for the purpose of providing for the logical and orderly expansion of the City of Selma. Said expansion is not consistent

with the Selma General Plan in existence when Resolution No. 2010-13R was adopted which designated the area of the territory to be annexed to the City of Selma for Open Space purposes and required an amendment to that General Plan which was duly adopted by the City Council on March 1, 2010; and

**WHEREAS**, this proposal is consistent with the Sphere of Influence of the City of Selma; and

**WHEREAS**, the City of Selma has prepared a Plan of Services for the territory demonstrating that all City services are or will be made available to the property; and

WHEREAS, the City of Selma did prepare and the City Council certified Environmental Impact Report No. 2006-0008 for the project, to include Submittal No. 2006-0008; De-Wolf-Floral Reorganization-Annexation (APN 348-191-06s, 07s, 08, 10s, 11s), and the Council further adopted a General Plan Amendment, Zone Change, Specific Plan Change and Site Plan all on March1, 2010; and

**WHEREAS**, the City has acquired the Rockwell Pond Property and includes the newly acquired property as part of the territory to be annexed by this resolution of application, all as depicted in Exhibit C attached and incorporated by reference; and

WHEREAS, pursuant to Government Code §51243.5(d) the City of Selma hereby exercises its option not to succeed to the rights, duties and powers of the County of Fresno under any land conservation (Williamson Act) contract relating to the property described and depicted in Exhibits A, B and C attached and incorporated by reference.

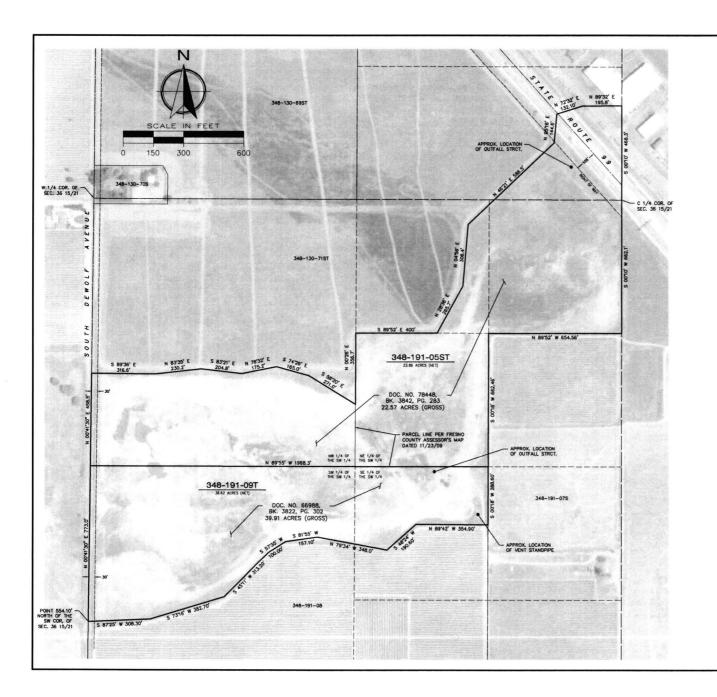
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Selma as follows:

- 1. That the foregoing recitals are true and correct and incorporated herein by this reference.
- 2. That the Resolution initiating proceedings with Fresno County LAFCO adopted March 1, 2010, Resolution No. 2010-13R, is hereby repealed and replaced by this Resolution Initiating Proceedings for Annexation of the aforementioned territory and detachment of the same from the Fresno County Fire Protection District, Consolidated Irrigation District and Kings River Conservation District.
- 3. That the City of Selma hereby does, initiate proceedings with Fresno County LAFCO to annex the territory described and depicted herein and in Exhibits A, B and C attached and incorporated by reference and authorizes City Staff to execute any and all necessary applications and documents required for or related to said annexation or detachment proceedings.

4. That the City of Selma hereby exercises its option not to succeed to the rights, duties, and powers of the County under any Land Conservation (Williamson Act) Contract [cancel the contract], if any, described herein pursuant to Government Code §51243.5(d).

The foregoing Resolution was duly approved this 21<sup>st</sup> day of September, 2015 by the following vote, to wit:

AYES:	COUNCIL MEMBER	RS
NOES:	COUNCIL MEMBER	RS
ABSTAIN:	COUNCIL MEMBER	RS
ABSENT:	COUNCIL MEMBER	RS
		Scott Robertson, Mayor of the City of Selma
ATTEST:		
		-
Reyna Rivera, City	Clerk	



#### EXHIBIT FOR ROCKWELL POND CITY OF SELMA, CALIFORNIA

PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 21 EAST, M.D.B.&M.

#### LEGAL DESCRIPTION:

DOCUMENT NO. 78448, BOOK 3842, PAGES 283 & 284, NOVEMBER 7, 1956:

BOOLINENT NO. 78448, BOOK 3842, PAGES 283 & 284, NOVEMBER 7, 1986:

BEONNING AT A POINT ON THE WEST LINE OF THE NY 1/4 OF THE SW 1/4 OF SECTION 36, T. 15 S.,

R. 21 E., M.O.B.AM, N. 0° 41 1/2" E. 486.5 FT FROM THE SW CORNER THEREOF; THENCE S. 89° 36′ E.

17.5.2 FEET; THENCE N. 33′ 55′ E. 29.0.2 FEET; THENCE S. 8.27′ E. 20.45 FEET; THENCE N. 83′ 35′ E.

17.5.2 FEET; THENCE N. 37′ 28′ E. 185.0 FEET; THENCE S. 58′ 20′ E. 271.0 FEET TO THE WEST LINE OF SAND SECTION 35; THENCE N. 70′ 26′ E. 356.7 FEET

18 SW 1/4 OF DITE. NC 1/4 OF THE SW 1/4 OF SAND SECTION 35; THENCE N. 70′ 26′ E. 356.7 FEET

18 HENCE S. 89° 52′ E. 400 FEET ALONG THE NORTH LINE OF THE SW 1/4 OF NE 1/4 OF SW 1/4 OF

18 SAD SECTION 36; THENCE N. 5° 18′ E. 28.5, TPET; THENCE N. 72′ 32′ E. 132.10 FEET; THENCE N.

21° 586.5 FEET; THENCE N. 5° 18′ E. 28.5, TPET; THENCE N. 72′ 32′ E. 132.10 FEET; THENCE N.

28° 32′ E. 1936.6 FEET; TO THE N. AMO S CENTRE LINE OF SAND SECTION 36; THENCE S. O' 10′ N. 483.3

38° 32′ E. 1936.6 FEET TO THE N. AMO S CENTRE LINE OF SAND SECTION 36; THENCE S. O' 10′ N. 483.3

38° 1/4 OF SAND SECTION 36; THENCE N. 89° 20′ N. 694.56 FEET ALONG THE SOUTH LINE OF THE N/4 OF THE SW 1/4 OF THE N/4 OF THE N/4 OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE N/4 OF THE SW 1/4 OF THE SW 1/4 OF THE N/4 OF THE SW 1/4 OF THE N/4 OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF THE N/4 OF THE SW 1/4 OF THE THE SW 1/4 OF THE SW 1/4 OF

348-191-05ST & 348-191-09T (NORTH PORTION)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST TOWNERS IT SOUTH, AND AND THE SOUTHWEST THE SOUTHWEST WEST WAS THE SOUTHWEST WITH THE STATES GOVERNMENT TOWNSHIP PLATS ESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 36, DISTANT 554.10 FEET NORTH 0" 41" 30" EAST FROM THE SOUTHWEST CORNER THEREOF, THENCE CONTINUING ALONG SAID WEST LINE NORTH 0" 41" 30" EAST FROM THE SOUTHWEST CORNER THENEOF, THENCE COUNTINUING ALONG SAID WEST LINE NORTH 10" 41" 30" EAST FROM THE SOUTHWEST CORNER OF THE SOUTHWEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST OF SAID SECTION 36, THENCE SOUTH 85" SECTION SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST GUARTER OF SECTION 36, THENCE SOUTH 0" 16" WEST ALONG THE CAST GUARTER OF THE SOUTHWEST GUARTER OF SECTION 36, THENCE SOUTH 50" SECTION 36, THE SECTION 36, T

348-191-09T (SOUTH PORTION)



#### **EXHIBIT "A"**

# DEWOLF-FLORAL REORGANIZATION-ANNEXATION No. 2006-0008 Contains 105.51 Acres, more or less October 28, 2009

Area to be detached from Cal Fire, Kings River Conservation District, and Annexed to the City of Selma.

All those portions of the Southeast quarter of Section 35, the South half of Section 36, Township 15 South, Range 21 East, and the North half of Section 1, Township 16 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, more particularly described as follows:

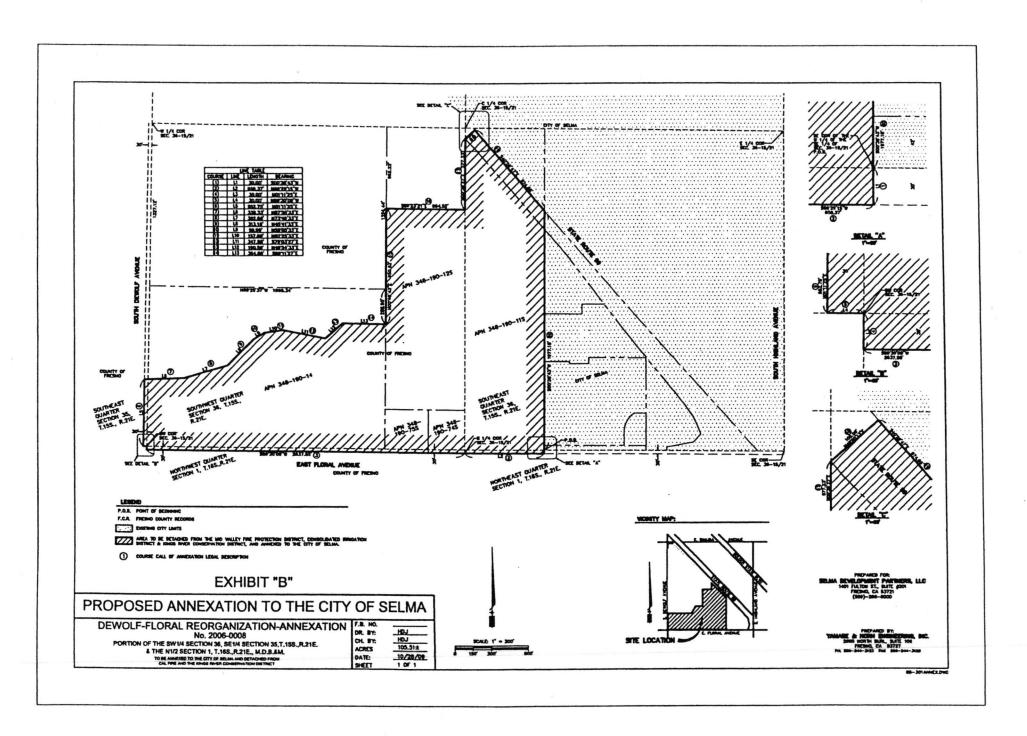
**BEGINNING** at a point on the existing line of the Limits of the City of Selma, said point being the Southeast corner of the West quarter of the Southeast quarter of said Section 36, said point being South 89°29'15" East, 1978.33 feet from the Southeast corner of said Section 36;

- 1) thence leaving said existing line of the City of Selma Limits, South 00°38'43" West, 30.00 feet to a point on a line 30.00 feet South of and parallel with the South line of the Southeast quarter of said Section 36;
- 2) thence South 89°29'15" East, 659.37 feet along said parallel line to a point on a line 30.00 feet South of and parallel with the South line of the Southwest quarter of said Section 36;
- 3) thence South 89°30'09" East, 2637.55 feet along said parallel line to a point on the West line of the Northwest quarter of said Section 1;
- 4) thence North, 30.00 feet along said West line to the Southeast corner of the Southeast quarter of said Section 35;
- 5) thence West, 30.00 feet along the South line of said Southeast quarter to a point on a line 30.00 feet West of and parallel with the East line of said Southeast quarter;
- 6) thence North 01°11'25" East, 552.75 feet along said parallel line;
- 7) thence North 87°55'33" East, 338.33 feet;
- 8) thence North 73°46'33" East, 382.68 feet;
- 9) thence North 45°41'33" East, 313.18 feet;

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- 10) thence North 58°05'33" East, 99.99 feet;
- 11) thence North 82°25'33" East, 157.09 feet;
- 12) thence South 79°03'27" East, 347.98 feet;
- 13) thence North 48°54'33" East, 190.59 feet;
- 14) thence South 89°11'27" East, 354.88 feet to a point on the West line of the East half of the Southwest quarter of said Section 36;
- 15) thence North 00°46'43" East, 950.82 feet along said East line to the Southwest corner of the Northeast quarter of said Southwest quarter;
- 16) thence South 89°23'21" East, 654.52 feet along the South line of the Northeast quarter of said Southwest quarter to the Southeast corner of the Northeast quarter of said Southwest quarter;
- 17) thence North 00°38'27" East, 577.23 feet along the East line of said Southwest quarter to a point on the Southwesterly right of way line of State Route 99, according to the map thereof recorded in Book 2 of State Highway Maps at Pages 1 through 21, Fresno County Records;
- 18) thence North 49°00'13" East, 105.00 feet to a point on the existing line of the Limits of the City of Selma, said point being a point on the centerline of said State Route 99;
- 19) thence along said existing line of the City of Selma Limits, South 40°59'47" East, 874.65 feet along said centerline of State Route 99 to a point on the East line of the West quarter MI of the Southeast quarter of said Section 36;
- 20) thence continuing along said existing line of the City of Selma Limits, South 00°38'43" West, 1977.18 feet along said East line to the **POINT OF BEGINNING**.

Containing an area of 105.51 acres, more or less.



DAILY JOBS REPORT																																	
Act Descrip	All Parks	Basin	Lincoln Pk	LLMD #1	LLMD #2	LLMD #3	1LMD #5	9# GWT1	LLMD #7	1 TrwD #8	LLMD #11	City Hall	Corp Yard	Islands	City Hall Annex	Peter Ringo	Home	Police Dept	Senior Center	Medians	Streets	Mark's Pond	Nebraska Pond	Sidewalks	Fire Dept	Other	Salazar	Brentlinger Pk	Pocket Park	Shafer Park	Pump Stations	Weed & Seed	Total Of Hours
Cleaning (outside)	17.5		1	14.5	13.5	5	2	3	3	4	3	1	10	2.25		8			3	1.5		1		0.5				1	1.5	2	0.75		99
Custodial Work	5											4.5	2					4	6.5														22
Electrical work					3.5													0.5															4
Graffiti																0.25											0.5	0.25			0.5		1.5
Hauling/Loading																		2			10.5					0.5				2.5			15.5
Landscaping																		14.5															14.5
Lock or Key Work																		5.5															5.5
Mowing/Renovating				2									0.5	1.5		1							1			1.5	1	4.5	0.5	6.5	0.5		20.5
New Construction														1				26.5															27.5
Plumbing																			5														5
Repairing		1.5										3	0.5	5.5	2			6							2		6.5	1.5		12.25		1	41.75
Sick Leave																	22.25																22.25
Spraying					3.5									1						1.5	1					1							8
Sweeping																					28												28
Vacation Leave																	5																5
TOTAL	22.5	1.5	1	16.5	20.5	5	2	3	3	4	3	8.5	13	11.25	2	9.25	27.25	59	14.5	3	39.5	1	1	0.5	2	3	8	7.25	2	23.25	1.75	1	320

LLMD WEEKLY REPORT									
Job Date	LLMD #1	LLMD #2	LLMD #3	LLMD #5	LLMD #6	LLMD #7	LLMD #8	LLMD #11	Total Of Hours
8/31/2015				2			4		6
9/1/2015	6	2.5			3	1		2.5	15
9/2/2015	5	7	5			2			19
9/3/2015	5.5	11						0.5	17
TOTAL	16.5	20.5	5	2	3	3	4	3	57

WORK ORDER REQUESTS REPORT											
Request Date	Administration	Citizen	Code Enforcement	Community Service	Finance	Fire	PD	Public Works	TOTAL		
8/31/2015		2			1				3		
9/1/2015				1					1		
9/2/2015			1						1		
9/3/2015	1			1		3	1		6		
9/4/2015								1	1		
TOTAL	1	2	1	2	1	3	1	1	12		

#### PUBLIC WORKS WEEKLY REPORT FOR 09/06/15 TO 09/12/15

DAILY JOBS REPORT																												
Act Descrip	All Parks	Basin	Berry Pk	LLMD #1	LLMD #2	TIMD #5	1LMD #8	LLMD #11	City Hall	Corp Yard	Downtown	Home	Art Center	Senior Center	Streets	Mark's Pond	Signs	Salazar	Brentlinger Pk	Parking Lots	Pump Stations	Islands	Lincoln Pk	Pioneer Village	Police Dept	Shafer Park	St Lights	Total Of Hours
Cleaning (outside)	17.5	23		2		1.5	11	2.5	0.5	1	8			1.5				1	3			2	4			5.5		84
Custodial Work	2.5								3.5	3				4.5					0.5						4.5			18.5
Electrical work															2				1								4	7
Flags/Banners/Decor/etc.											3				6													9
Graffiti																	2											2
Hauling/Loading										2																		2
Mechanical										1.5																		1.5
Meetings									2																			2
Mowing/Renovating			2.5	2.5	2.5					1											1	9.5	3					22
New Construction																		14.5				1					2	17.5
Painting																				1.75				14.75		6		22.5
Repairing		1					4				0.5		0.5	1	0.5	3	2					5.5	2					20
Sweeping															28													28
Vacation Leave												22																22
TOTA	_ 20	24	2.5	4.5	2.5	1.5	15	2.5	6	8.5	11.5	22	0.5	7	36.5	3	4	15.5	4.5	1.75	1	18	9	14.75	4.5	11.5	6	258

LLMD WEEKLY REPORT										
Job Date	1# TIMD	TFMD #5	S# GIVITI	8# TIMD	11# TIND	Total Of Hours				
9/8/2015	2		1.5	11.5	2.5	17.5				
9/9/2015				3.5		3.5				
9/10/2015	2.5	2.5				5				
TOTAL	4.5	2.5	1.5	15	2.5	26				

WORK ORDER REQUESTS REPORT										
Request Date	Administration	Citizen	Finance	Gd	TOTAL					
9/10/2015	1	2	1	1	5					



Council report 9-21-2015



Selma Fire Continues to provide support to the California fires. On 9-16 E 311 was moved from the Rough fire to the Valley fire up north.



Engineer Owens is providing overhead support at the Rough fire .

Paramedic Rivas / Rossotti continue to provide Fire line support hiking each day with crews at the Rough fire. Every community around us is involved in the efforts. Selma, Sanger, Kingsburg, Tulare, Clovis, Fresno. Along with almost 30 other counties.

### CAL OES REGION V COMMITTED RESOURCES

### ROUGH - CASNF-001746

### **Equipment**

E-50	E295	FCO
E-202	OES WT52	KRN
E-203	OES WT51	REE
E-600104	E288	FRN

### ROUGH - CASNF-001746 (WEST)

### **Equipment**

E-900062	S/T 4178C	XSJ
	STEN Arganbright, S	TRY
	STEN(T) Cornelliason, M	RIP
	E15	WMR
	E12	LIB
	E6	CLE
	E5	LPE
E-900140	S/T 5125B	MDC
	STEN Cole, J	MER
	E254	MER
	E41	ATW
	E63	MRD
	E74	MRD
	E91	MRD
E-900064	S/T 5184	XTU
	STEN McLaughlin, J	TLC
	STEN(t) Goforth, J	VSA
	Patrol 6	TLC
	Patrol 16	TLC
	Patrol 63	TLR
	Patrol 71	PTV
	Patrol 86	WLF

### ROUGH - CASNF-001746 (WEST) CONT.

E-900137	S/T 5185F STEN Doyle, STEN(T) Ste Patrol 4 Patrol 8 Patrol 11 Patrol 19 Patrol 27		XTU DIN TLC TLC TLC TLC TLC EXE TLC TLC
Overhead			
O-119	FEMT	Souders, C	CAC
O-560	SCKN	Donaghy, B	MAD
O-500222	SOFR	Alcorn, B	MER
O-500223	FEMP	Vinson, W	TLR
O-500229	SOFR	Stephenson, R	KRN
O-500231	RADO	Vaughn, T	CLV
O-500254	RADO	Armstrong, J	CAC
O-500236	FEMP	Febres, S	DIn
O-500237	FEMP	Bickford, A	KRN
O-500279	FEMT	Yandell, S	CLV
O-500280	FEMT	Bonello,C	CLV
O-500294	FEMT	Tisinger, CJ	CLV
O-500371	RADO	Slone, W	KRN
O-600187	PIOF	Garnier, P	FRN
O-600275	RCDM	Garcia, A	KRN
O-600380	FEMT	Vasquez, H	FRN
O-600517	FEMP	Greco, A	DIN
O-600551	SOFR	Binaski, J	CLV
O-600554	SOFR(t)	Tomerlin, J	MER
O-600555	SOFR(t)	Ralls, J	CLV
O-600583	COMT(t)	Chavez, M	FRN
O-600570	FEMT	Sgro, M	FRN
O-900008	SOFR	Alforque, M	FRN
O-900022	SOFR(T)	Owens, J	SLM
O-900118	PIOF	Vaccaro, B	CAC
O-900133	FEMP	Rivas, A	SLM
O-900140	FEMT	Rossotti, D	SLM
O-900197	DRIV	Clark, M	KRN
O-900198	DRIV	Reddell, K	KRN

### ROUGH - CASNF-001746 (CONT.)

O-900141	<b>FEMT</b>	Heines, M	FRN
O-900142	<b>FEMT</b>	Garcia, R	FRN
O-900143	<b>FEMT</b>	Richard, D	FRN
O-900144	<b>FEMT</b>	Roe, J	FRN
O-900145	<b>FEMT</b>	Hinkle, K	BKF
O-900146	<b>FEMT</b>	Parker, R	BKF

### RIVER COMPLEX - CASHU - 002066

O-230 CTSP Clark, M KRN

### OKANOGAN COMPLEX -WA-NES-1203

O-918 BCMG Classen, C KRN

### NORTH STARR - WA-COA-000157

O-802.1	AOBD	Nava, J	KRN
O-802.2	ASGS	Whittington, L	KRN
O-802.41	OPBD	Steers, B	KRN

### VALLEY - CALNU - 008670

### **Equipment**

E-135	XKI 5053F	XKI
	STEN Hicks, D	TLC
	Patrol 10	KCF
	Patrol 12	KCF
	Patrol 7	KCF
	Patrol 1	HAN
	Patrol 66	OCF

OES 5804B	
STEN Lara, J	FRN
STEN(t) French, L	FRN
OES 276	CLV
OES 314	FRN
OES 377	LBN
OES 279	MER
OES 371	MRD
	STEN Lara, J STEN(t) French, L OES 276 OES 314 OES 377 OES 279

### VALLEY - CALNU - 0086709(CONT)

E-139	S/T 5034F	KXE
	STEN Wycoff, D	FOL
	Patrol 78	KRN

	Patrol 42	KRN
	BR40	CLV
	E531	REE
	E624	MPA
E-140	S/T 5007B	XFR
	STEN Garrison, T	REE
	STEN Chung, J	BLD
	E66	OCF
	E120	SAN
	E294	FCO
	E15	FRN
	E311	SLM
E-143	OES 5805B	
	STEN Wristen, D	VSA
	OES 299	BKF
	OES 278	TLC
	OES 298	PTV
	OES 375	VSA
	OES 366	TLR
E-444	OES 5806C	R05
	STEN GERKING, C	KCF
	STEN(t) DUTRA, G	KCF
	OES 8531	KRN
	OES 8533	KRN
	OES 8532	KRN
	OES 8534	TLC
	OES 8535	KCF

### $\underline{VALLEY\ -CALNU-0086709(CONT)}$

### **Overhead**

O-16.44	SITL(t)	Tuggle, T	FRN
O-216	GISS	Noel, A	FRN
O-316	SOFR	Hakola, J	MER



### Selma Police Department

### POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE

(9/3 - 9/17/15)

#### **Crime Trends**

 Current crime data for the last 28-day period indicates a 14% drop in violent crime, despite the tragic invent involving the fatal shooting of a 14-yr old. Robbery, aggravated assault and domestic violence categories all saw reductions. Property crime, however, saw a 22% increase, with 23 more property crimes reported during this period than that of the previous period.

#### **Significant Calls for Service**

- 9-3-15. Window-smash occurred at 2904 McCall Shop and Go at about 0033 hours... Officers were on scene contacting a citizen and saw that the front door window of the business had been smashed out... cigarettes and lottery tickets were taken suspect in the video was a male wearing a black sweatshirt with a hood, the hood was up and their face was covered, they also had on gloves...suspect arrived form the south and when they exited the store they went south again from the location ...
- 9-3-15. Officers responded to CITI Bank regarding a reported robbery outside of the bank. The reporting party said 3 male subjects came up to him and told him that they had a weapon and demanded his money. The victim said that he never actually saw a weapon. And the subjects took \$120.00 cash from him. He added 2 of the suspects were wearing dark clothing and one was wearing a white t- shirt, all 3 had black bandanas on their faces. The victim said the suspects appeared to be young and left the area in a north east direction toward B of A...
- 9-9-15. Officers were dispatched to the Chevron Station on Pea Soup Blvd. for
  juveniles involved in a disturbance. SROs stopped the vehicle involved at Taco Bell
  were 2 passengers fled from the vehicle and identified three others in the vehicle as
  Sureno gang members who attend Selma High. They had all been involved in
  assaulting a Bulldog gang member. This incident may be related to the homicide
  reported on 9-12-15.
- 9-11-15. Armed robbery, Wilkens Drive In. At approximately 10:15pm, employees of Wilkins Drive In called stating that they had been robbed and the suspects were armed with a what appeared to be a black handgun. All 3 suspects were young males and wore covers over their faces. They pushed their way in to the business and demanded money. They were only able to get the tips due to the money being put in the safe. They left with \$45.00 cash.



### Selma Police Department

#### Personnel

One (1) officer one (1) sergeant remain off work due to industrial injuries. We completed our latest officer recruitment and interviews were held on Thursday, September 17 in the hope of developing a list of qualified candidates to fill future vacancies in the department, including one (1) that is anticipated as a part of a recent grant application in conjunction with the Fresno County Sheriff's Department. Final background work has been completed on an Emergency Services Dispatch candidate in anticipation of future vacancies.

#### **Special Events**

- Preparations are underway for the next event (scheduled for Saturday, October 3<sup>rd</sup>,
   2015 at Friendship Baptist Church) of a series of Police/Community sponsored events as a part of the coalition known as "Bringing Broken Neighborhoods Back to Life."
- Final preparations are under way for an event on September 19, 2015, in conjunction
  with the Selma Unified School District. The "Reality Tour," a fact-based program
  brought to us by the Fresno County Health Care Collaborative, will bring a drug-use
  prevention dramatization to Abraham Lincoln Middle school to parents and children
  10-18 years old. Approximately 180 pre-registered participants will experience a
  depiction of the consequences of drug use



1056 North Lake Street . Burbank, California 91502 818.843.1610 818.843.1145 Fax Contractors License #996920 www.studiospectrum.com

### **Proposal**City of Selma

Citent: City of Selma 1710 Tucker Streat Selma, CA 93662

Atta: Royas Rivers
Tel: 559.891.2200 .... 3104

Fex:

e-mall: <sub>гохдаг</sub>@скустония.com

Proposal #	200S	
PO#		
Date;	9/8/2015	
Consultanti	Morcos Gomez	
	Jona Buckowski	

This quoterion

valid for 60 days

lt.m	Qıy	Description	Unit Price	Extension
		Hardware/Services		
1	1	IncodeX Vier 1x4 Multi-Destination H. 264 Encoder for Leightronix Web Live Streaming. Leightronix Web VOD Streaming. Creating Broadcast Quality HD/SDI-SDI Files, and Broadcast Quality Point-to-Point or Point-to-Multipoint Video (Decoder Required for Point-to Point or Multipoint Video)	\$6,913.66	\$6,913.66
2	1	VieBit V-500 Basic-One Year Authenticated Web Media Hosting and Streaming Video on Demand Service with 500GB Monthly download bandwidth (Over 1,000 HD Monthly Viewing hours or over 2,000SD Monthly Viewing Hours) and Over 600 Hours of HD Video Storage (Or Over 1200 Hours of SD Video Storage)	\$2,360.23	\$2,360.23
3	1	VieBit L-750 Basic-One Year Live Web Streaming Service with Over 1700HD Monthly Viewing Hours-or Over 2,200 SD Monthly Viewing Hours	\$2,360.23	\$2,360.23
4	1	VieBit VLD-1 Combination Discount for Multiple Live and/or VOD VieBit Streaming Services-Under \$8,000 Combined Annual List Price	(\$600.00)	(\$600.00)
5	1	BlackMagic Design ATEM Television Studio Production Switcher (City of Selma Provides Standard Laptop with wired network port)	\$945.00	\$945.00
6	2	Sony Camcorders	\$543.64	\$1,087.27
7	2	HDMi Multiview Monitor (Camera Inputs, Preview, Program and Etc)	\$272.73	\$545.45
8	2	ManFrotto Camera Tripords	\$363.64	\$727.27
9	1	Misc.Hardware and Parts: Includes-2 50ft Video Cable, audio cables, additional connectors, cable organization accessories and etc	\$600.00	\$600.00
10		Hardware/Services Subtotal		\$14,939.13
11				
12	16	Installation Labor: 2 Man Crew @ \$225 per Hour (Installation that includes camera installation, cable runs, switcher/monitor setup routing, cable management, software installation and Hardware Intergration)	\$225.00	\$3,600.00
13	4	Onsite Training: Includes in-person administrator training and user training for City staff members who will be using the program and equipment	\$225.00	\$900.00
14	1	Travel Expense- Include Transportation, lodging and Per Diem	\$750.00	\$750.00
15		Labor Subtotal		\$5,250.00
16				
17		Subtotal		\$20,189.13
18				
19		Freight, Onsite Delivery and Setup		\$300.00
20		9.0% Sales Tax		\$1,344.52
21		TOTAL		\$21,833.65
22		Additional Training & Support- this quote includes an on-going		
		support/training from Leightronix. Includes 5-year warranty, Toll Free		
		Telephone calls 1-800-243-5586, email support (support@leightronix.com), free WEBEx Online Support and Free Access		
- 1				

# THIER Wier

H.264 HD/SD Broadcast/Streaming 1X4 Encoder

Video/Audio

- Incode Viet

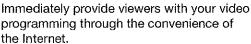


The IncodeX Vier™ raises the stakes when it comes to multi-purpose H.264 HD/SD encoding. This dynamic encoder provides exclusive 1x4 technology (one input/four outputs) with the ability to capture HD/SD digital video or composite analog video with embedded digital audio or analog audio sources. The IncodeX Vier then delivers high quality video/audio that's optimized for live streaming and video-on-demand streaming. Additionally, the IncodeX Vier has the ability to simultaneously provide a live point-to-point broadcast when coupled with a high quality decoder, as well as create and automatically deliver high quality files to any compatible LEIGHTRONIX broadcast video server.

### Four Delivery Methods (Simultaneously)

Simply connect your video/audio source to the IncodeX Vier digital video encoder and use the encoder's intuitive, administrative browser-based interface to set up the IncodeX Vier to simultaneously encode for:









### Video-on-Demand Streaming

Display original video programming that's available to viewers anytime, from anywhere through a customized video-on-demand website.

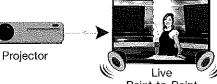




VOD Streaming

### Live Point-to-Point Broadcast

H.264 Decoder Deliver your video stream across a campus, community, country, or around the world in real time to be displayed live. Broadcast live to multiple locations by adding an additional decoder at each endpoint.



Point-to-Point Broadcast

### Scheduled Broadcast -

Automatically deliver files to any compatible LEIGHTRONIX broadcast video server for scheduled playback.

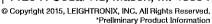


LEIGHTRONIX H,264 Video Server



Broadcast

www.leightronix.com | (800) 243-5589 | 1125 N Cedar Rd, Mason, MI 48854 07/15/15







## 1056 North Lake Street 818. 843.1610 (Fax) 818.843.1145 www.studiospectrum.com

### **Insurance Disclosures**

### Studio Spectrum, Inc. provides the following:

- Commercial General/Business Liability limits ok to the required amount. Studio Spectrum does not include X,C,U Hazard coverage.
- Auto Liability is 1,000,000 not 2,000,000 as required for the City of Selma.
- Professional/Errors and Omissions (E&O) Liability-N/A
- Worker Compensation-Covered as required



• 818. 843.1610 • (Fax) 818.843.1145 www.studiospectrum.com

Reyna Rivera City Clerk City of Selma 1710 Tucker Street Selma, CA 93662 559.891.2200 ext 3104

Email: Reynar@cityofselma.com

Ms. Rivera:

Studio Spectrum, Inc. is a California corporation, Small Business Enterprise (SBE) established in 1976 with corporate offices located in Burbank, California. This year we celebrate our 38<sup>th</sup> year of experience in the professional video field. We have provided professional video production, engineering, design and integration services to a large number of municipalities, churches, and school in Southern California. As a direct dealer and reseller of such equipment we are well aware of the latest technologies. As a company with a full television production services division we know from personal experience what equipment will work best for your broadcast production needs.

Our collective skills are well suited for designing the most efficient television production facilities for municipal organizations. Our work extends from simple sound system installation, to AV intensive boardroom installations, to smart classrooms, to the operation of live broadcast or internet streaming infrastructures.

We have extensive experience designing and installing conference room and board room AV systems. Our recent projects include corporate clients such as Johnson & Johnson, educational clients such as Cal State Northridge, and various government municipalities throughout southern California. This range of clientele gives us the experience and perspective to design AV projects with varying budget and scope. Studio Spectrum uses a team based approach to our contracting projects.

Our full time staff includes full time project leads in the areas of consulting, purchasing, programming, and on-site installation. Through the collaboration of a core team that has worked together for over 15 years, we consistently deliver quality results for our customers.

Our firm is interested in being the solution to the Video Streaming/archiving project for the City of Selma.

We certify that the fees, estimates, and expenses proposed by Studio Spectrum, Inc., are valid for 60 business days.

Thank you for reviewing the proposal from Studio Spectrum, and please contact us if you have any questions.

Regards,

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